

This AMENDED CHARTER is entered into by and between ST. ALOYSIUS (“Sponsor”) and **SOUTH COLUMBUS PREPARATORY ACADEMY AT GERMAN VILLAGE** (“School Governing Authority”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

WHEREAS, R.C. Chapter 3314 permits Ohio public community schools; and

WHEREAS, St. Aloysius is an authorized Sponsor under R.C. Chapter 3314; and

WHEREAS, the School Governing Authority is an Ohio public benefit corporation with its corporate principal place of business located at **387 East Beck Street, Columbus, Ohio 43206** (address of school) (“School”) in **Franklin County**, Ohio; and

WHEREAS, the School is located in the **Columbus City School District** (school district); and

WHEREAS, the School Governing Authority wishes to fully state or restate its agreement to operate an Ohio community school;

NOW THEREFORE, the School Governing Authority and the Sponsor enter into this AMENDED Charter pursuant to the following terms and conditions. All Attachments and Recitals to this Charter are incorporated by reference and made a part of this Charter.

ARTICLE I

Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the School pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the School Governing Authority may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The School Governing Authority covenants and agrees to Sections 1.2 through 1.3 below.
- 1.2 **Non-Profit Corporation.** The School is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The School Governing Authority shall maintain in good standing the School’s status as a non-profit corporation. The School Governing Authority shall hold all rights to the name of the School and any trade names or fictitious names.
- 1.3 **Public Benefit Corporation.** The School Governing Authority must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as

[Attachment 1.3](#) are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2020, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within seven (7) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within seven (7) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law and provide monitoring, oversight and technical assistance to the schools in accordance with R.C. 3314.03(D) by completing the following:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Ohio Department of Education on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report;
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7 below*); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance. If necessary and appropriate, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. Provided prior written notice is delivered to all members of the **School Governing Authority**, the

Sponsor may take over the operation of the **School**, and also replace the entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority** or any officer of the **School**, if the **School Governing Authority** or its officer(s) (a) fully resigns or a majority of its members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
 - (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within ten (10) business days of receipt; and
- (f) Provide in writing the annual assurances for the **School's** first year of operation or, if the school is not an internet- or computer-based school and changes the building from which it operates, the opening of the first year it operates from the new building pursuant to R.C. 3314.19.
- (g) Abiding by the requirements in its contract with the Ohio Department of Education, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the **School**; and
- (i) Oversee the **School's** closure.

ARTICLE II

School Governing Authority

- 2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five (5) Directors, who are not owners, employees, or consultants or immediate relatives of owners, employees or consultants, of the **School** or any company that operates or manages the **School**. Further, **School Governing Authority** members shall comply with R.C. 102.03, 2921.42 and 2921.43. Current resumes, which shall include full name, home and/or work address, a valid telephone number and electronic mail address, for each **School Governing**

Authority member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing (members, Directors or trustees of the Board) including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within seven (7) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the School Governing Authority's approved policy.

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** prior to May 31st.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the **School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1st of each school year. Any changes to the meeting schedule must be communicated within ten (10) business days of the change being approved.

All names of **School Governing Authority** members shall be posted on the **School's** website and updated timely as necessary.

- 2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, which training shall be free of charge and offered in such a manner that the member may participate remotely, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion (provided training is offered by the Sponsor free of charge). If additional training is required, the training will be presented at the board meetings or electronically with advance notice provided to all **School Governing Authority** members. If the training is provided by electronically, the **School Governing Authority** members will have thirty (30) days to view the training.

- 2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all **School Governing Authority** members are required to obtain a criminal background check free of disqualifying offenses, including both a BCI and a FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the

School Governing Authority member being appointed to the **School Governing Authority**. A potential **School Governing Authority** member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCI and FBI check has been submitted to the **Sponsor**. The **Sponsor** shall approve the potential **School Governing Authority** member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

2.4 **Material Adverse Effect.** The **School Governing Authority** shall deliver to the **Sponsor** promptly upon obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or
- (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or directly affecting the **School Governing Authority** or any property thereof (collectively "Proceedings") not previously disclosed in writing by the **School Governing Authority**; or
- (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject.

Written notice of any of the above must be submitted to the **Sponsor** no later than seven (7) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent promptly upon request by the **Sponsor**.

2.5 **Sponsor Oversight.** The **School Governing Authority** and the **School's** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

- (a) Compliance site visits as determined necessary by the **Sponsor**.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous month's financial activity. The **Sponsor** shall provide a written report concerning the review of the financials to the **Governing Authority** and the fiscal officer within ten (10) days after receipt of the documents. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
 - (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and
 - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
 - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
 - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
 - (v) Check Register – a listing of all checks for the month; and
 - (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
 - (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
 - (viii) Enrollment Records – in the form of monthly FTEs; and
 - (viii) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

Fiscal Officers will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. Both the Fiscal Officer and School Governing Authority will be notified if the **Sponsor** does not receive the required data within seven (7) calendar days of the

deadline. Additionally, failure to provide the **Sponsor** with the required data within fifteen (15) calendar days of the deadline may result in a Corrective Action Plan; and

- (c) Signature on this document shall be evidence of granting read only access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the **School Governing Authority** so that the **Sponsor** may be discussed or to avoid inadvertent waiver of attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will abide by all applicable confidentiality rules.
- (f) If the **School** receives comments or findings in its annual audit, **the School Governing Authority** shall have a post-audit conference. The **School Governing Authority** shall consult with the **Sponsor** prior to waiving the post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses to waive the conference.

- 2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. As required by law, the **School**, **School Employees** and **School Governing Authority** shall attend training and receive technical assistance at the direction of the **Sponsor**. The **School Governing Authority** has the right to request and the **Sponsor** shall provide reasonable technical assistance or additional training in areas in which the **Sponsor** has knowledge provided the technical assistance is not the responsibility of the **School Governing Authority's** third party vendors.
- 2.7 **Governing Authority Contracts.** If the **School Governing Authority** contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the school has contracted.
- 2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls, including the **School's** credit card policy, adopted and include them as [Attachment 2.8](#) in this charter agreement.
- 2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the **School**, the chief administrative officer and

other administrative employees of the **School**, and all persons contracted by the **School's** operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

ARTICLE III

Operations

- 3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan in accordance with R.C. 3327.016 at all times. Under R.C. 3314.091 and 3327.02, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. If the **School Governing Authority** has entered into an agreement with the local school district that designates the **School Governing Authority** as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.
- 3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2.](#)

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor**.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the **School's** independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within three (3) business days of execution. This contract shall be incorporated as [Attachment 3.2.](#)

If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. This information shall be included in the

footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

If the management company or operator loans money to the **School** or **School Governing Authority**, all moneys loaned, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

If the **School** permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the **School** in the manner prescribed in R.C. 3314.0210 shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.

The **School Governing Authority** shall evaluate the performance of its management company. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by October 30th of each year excluding the first year of operation or within forty-five days after the release of the local report card by the Ohio Department of Education, whichever is later.

- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School** and **School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4.](#)
- 3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.
- 3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610 and 5502.263, the **School Governing Authority or designee** shall submit to the director of public safety, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.
- 3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding

the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** each year in order to make necessary adjustments to any marketing plans currently used by the **School** in order to attempt to be reflective of either the community it serves or the local traditional public school district in which the **School** resides.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#) and shall be followed and may not be changed without the prior written notice to the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the **School** is located. Preference may also be given to eligible siblings of students attending the **School** the previous year and children of full-time staff members employed by the **School**, provided the total number of children of staff members receiving this preference is less than five percent of the **School’s** total enrollment. The lottery may be conducted by the **Sponsor**.

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and

3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:

- (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
 - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
 - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on the **School's** local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance and/or the Early Entrance Student Acceleration Policy for Advanced Learners as applicable.

3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection and that all policies comply with rule and law applicable to truancy and excessive absences. The **School's** attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe

upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a policy for the discipline of students receiving special education services. Additionally, the **School** shall not suspend, expel or remove a student from the **School** under section 3313.66 of the Revised Code solely on the basis of the student's absences from school without legitimate excuse.

- 3.12 **Students with Disabilities.** Upon admission or identification of any disabled student, the **School** will comply with all federal and state laws regarding the education of students with disabilities. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12.](#)
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided prior written notice is delivered to all members of the **School Governing Authority**, the **Sponsor** may also replace the **School Governing Authority** or any officer of the **School**, if the **School Governing Authority** or its officer(s) (a) fully resigns or a majority of its members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).
- 3.15 **Community School Bond.** No **School** shall initiate operation after February 1, 2016, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the **School Governing Authority**, the **Sponsor** or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.
- 3.16 **Enrollment and Residency Policy.** The **School Governing Authority** must adopt an Enrollment and Residency Policy in accordance with sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code. The **School** shall annually submit to the

Ohio Department of Education and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. [5103.05](#).

ARTICLE IV

Compliance With Laws

- 4.1 **Compliance with State Laws.** The **School** shall comply with the following sections of the Ohio Revised Code as applicable to the **School's** operations: 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 311.29 (Authority for the county sheriff to contract with a community school for police services), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.07 (Requirement to report financial information to the State Board in the same manner as school districts), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time spent on assessments), 3301.52 to 3301.059 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, board); 3302.13 (Reading achievement improvement plan requirements), 3302.16 to 3302.18 (Authority for establishment of community learning centers at schools), 3302.20 (Financial reporting requirements), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.602 (Veteran's Day Observance), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement); 3313.611 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661

(Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 and 3313.6610 (SAVE Students Act), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Requirements related to care of students with diabetes), 3313.7113 (Procurement of inhalers for board), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.101 (Suspension of employee pending criminal action), 3314.103 (Termination of contract prior to termination of annual session), 3314.18 (Breakfast and lunch programs – summer extension), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3314.402 (Application of collective bargaining agreement), 3314.403 (False report of employee misconduct prohibited), 3314.44 (Collection and transmittal of school records after closing), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Multi-sensory structured literacy certification), 3319.22 through 3319.31 (Licensure/certification of employees), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.47 (Sexual harassment counseling), 3319.58 (Retesting teachers in low performance schools), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18

(Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3323.19 (Comprehensive eye examination), 3323.251 (Dyslexia screening), 3327.01, 3327.02 and 3327.09 (Student transportation), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.31 (Rules for determining student residency), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Notice of expulsion of student), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (Safety Plans) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3323 (Special Education), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4117 (Collective Bargaining Law), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), section 2921.42 (Having an unlawful interest in a public contract) and section 2921.43 (Soliciting or accepting improper compensation) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

The **School** shall also comply with R.C. 3302.04 (Three year continuous improvement plan – intervention by department – site evaluations) and R.C. 3302.041 (Failure to make adequate progress – corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

The **School** will comply with sections 3313.6021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school; (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

The **School** will comply with section 3321.191 of the Revised Code (Adoption of policy regarding student absences; intervention strategies), unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The **School**, unless it is an internet- or computer-based community school, shall comply with 3313.801 (Display of national and Ohio Mottoes) as if it were a school district.

The **School** shall comply with Ohio Administrative Code Section 901:5-11-15 governing pesticide policies.

The **School** shall comply with all provisions of Title IX.

- 4.2 **Compliance with Other Laws.** The **School** and the **School Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law and this Charter. The **School** and the **School Governing Authority** are not exempt from federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **387 East Beck Street, Columbus, Ohio 43206**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within seven (7) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within seven (7) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease or sub-lease of the facility by any party, including the management company, must be documented in writing.

The **School Governing Authority** shall provide the following information in **Attachment 5.1(b)**:

- (a) a detailed description of each facility used for instructional purposes; and
- (b) the annual costs associated with leasing each facility that are paid by or on behalf of the school; and
- (c) the annual mortgage principal and interest payments that are paid by the school; and
- (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and assessed by the **Sponsor**. In any material change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs. If the School changes locations or adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Ohio Department of Education at least ten (10) business days prior to the School using the new facility. The **Sponsor** shall not be

liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

- 5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.
- 5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until such time as the **Sponsor** has viewed all health and safety permits and permission to open has been granted as required by law. **Sponsor** shall have seven (7) business days to review the health and safety permits from the date the **School Governing Authority** notifies the **Sponsor** that such permits are available for review. Facilities will be maintained in a clean, healthy manner to the satisfaction of the proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.
- 5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority**, to the extent that the **School Governing Authority** owns the facility, is solely responsible for the sale, lease or other distribution of the facility.

ARTICLE VI

Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a) and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve **grades K-8 and ages 4-15**. The **School** shall provide the education plan template provided by the **Sponsor** as [Attachment 6.3](#) for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
- 6.1.1 If the **School** is a traditional K-12 education school and it does not have at least one-hundred (100) students enrolled thirty (30) days prior to the first day of school or if the **School** is a drop-out recovery and prevention school

and does not have seventy-five (75) students enrolled thirty (30) days prior to the first day of school, the **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the **Sponsor** determines that the number of students enrolled and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the management company or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

- 6.1.2 If the **School** is a traditional K-12 education school and does not maintain at least one-hundred (100) students during the school year or if the **School** is a drop-out recovery and prevention school and does not maintain seventy-five (75) students during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation, or suspend the School's operations.

- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.

- 6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the learning opportunities that will be offered to students including both classroom based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). [Attachment 6.3](#) shall also include an explanation of how the educational program will be implemented within the **School's** facility.

- 6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** may not change the school calendar or bell schedule without prior approval from the **Sponsor** and the Ohio Department of Education and if applicable, after consulting with each local traditional school district that transports students to the **School**, provided the same is required by law or the Ohio Department of Education. Any changes made without this approval may result in a corrective action plan.
- 6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.
- 6.4 **Accountability Standards.** The **School's** academic(s) and non-academic goals shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a **School** enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that are intended to impact grade card performance and align to grade card components by October 15th. The **School** and **School Governing Authority** are subject to the performance framework as detailed in **Attachment 6.4.** The School Governing Authority and Sponsor acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the School will be evaluated, to the extent possible, on available indicators from the performance framework, and the Sponsor may consider qualitative data from other methods of data collection.
- 6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks related to interim progress if required by the Ohio Department of Education. The **School** must report the benchmarks required by ODE to the **Sponsor**. All assessments

required by the **Sponsor** are identified in [Attachment 6.5](#). The **School** and **School Governing Authority** shall also comply with all applicable provisions of ESSA.

- 6.6 **High School Diplomas and Graduation.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.6110, 3313.6113, 3313.6114, 3313.614, 3313.615, 3313.617, 3313.618, 3313.619, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3314.03, 3326.11 and 3328.34 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available to the **Sponsor** upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other **School Governing Authority** requirements. Within ten (10) days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

ARTICLE VII

Reporting

- 7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating and value added rating. The Annual Report shall include a statement from the **Sponsor**, its activities and standards.
- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in Section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such other site visits or other impromptu visits as the **Sponsor** reasonably deems advisable or necessary.

ARTICLE VIII

Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3302.01, 3302.03, 3311.78, 3311.79, 3314.03, 3317.141, 3319.22 to 3319.31 and 3326.13, or other applicable sections of the Ohio Revised Code. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's

licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff as [Attachment 8.1](#).

- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter.
- 8.2 **Staff Evaluation.** Each **School** must use the OTES or OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.
- 8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The dismissal procedures for staff and the plan for disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in [Attachment 8.3](#).
- 8.4 **Employee Benefits.** The **School** will provide to all full-time employees health and other benefits as set out in [Attachment 8.4](#). In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes Attachment 8.4 to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** or its designee shall establish and/or update an employee handbook prior to the first day of school each year.

- 8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position as may be required by R.C. 3319.39. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

All vendors and contractors of any kind shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D) and 3314.41.

All employees, staff, volunteers, vendors or contractors undergoing a criminal background check must sign consent to release the results to the **Sponsor**.

The **School** must comply with the teacher misconduct reporting laws and updated background check requirements found in R.C. 3319.31, 3319.313, 3319.314, and OAC 3301-20.

ARTICLE IX

Finance

- 9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal

officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.
- 9.2.2 By the end of the first year of the Charter, the **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.
- 9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.
- 9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within seven (7) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the

monitoring, oversight and technical assistance as required by law. Prior to billing for sponsorship services each month, the **Sponsor** shall review the Community School Settlement Report and make adjustments to its billing as necessary to prevent any overpayment of sponsorship fees. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the School's checking account, and the School Governing Authority agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the School, allowing treasurers time to review and/or dispute the amount to be debited. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or the Auditor of State.

- 9.7 **Fiscal Year**. The fiscal year for the **School** shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

- 10.1 **Liability Insurance**. Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain directors and officer's liability (D&O) and errors and omissions insurance (E&O) coverage in the amounts not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders**. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.
- 10.2 **Indemnification**. The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter by the **School Governing Authority**; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties on account of the **School** and/or **School Governing Authority**; and
- (d) As to the indemnification and hold harmless, but not the duty to defend, any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** if the legal proceeding or action is found to be without merit, or is dismissed, and the right to appeal such judgment or order has been exhausted or has expired.

- 10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.

ARTICLE XI

General Provisions

- 11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the

School intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.

- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination of this Charter.
- 11.3 **Access to Records.** The **School** and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Rights and Privacy Act ("FERPA") and 34 *CFR* Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor's** employees Full and Complete Access as defined hereinafter to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Ohio Department of Education or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit Sponsor employee(s) access to only those records in which they have legitimate educational interests and that as required by law the **Sponsor** will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable Court Order.

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. **Sponsor** shall also be responsible for any liability or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education as a result of such access.

- 11.4 **General Acknowledgements.** The **School Governing Authority** specifically recognizes and acknowledges the following:

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or Sponsor's designee has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the Sponsor's designee access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the **School** closes, the operator or chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.5 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after

eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.

11.6 **Term.** This Amended Charter shall be for a term of eight (8) years which commenced on July 1, 2017 and will automatically renew for one (1) year terms ending on June 30, 2025, to provide for the opportunity to review a full five (5) years' worth of school performance data. During the **2024-2025** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4**.

11.7 **Contract Performance Measures.** Each **School** will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new **School**, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

(a) Within the term of this charter, the **School** may be permanently closed if the Ohio Department of Education determine that the condition(s) outlined in ORC 3314.35 have been met;

(b) If the **School** receives a rating of at least 2 Stars in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent. After the school is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.

i) Cedarwood Elementary School

ii) Watkins Elementary School

iii) Madison Elementary School

iv) Moler Elementary School

v) Groveport Community School

(c) If the **School** receives a rating of at least 2 Stars in only one LRC graded measure and outperforms at least three (3) of its five (5) comparison schools as detailed above, it is eligible for a contract term up to three (3) years.

(d) If the **School** receives at least 2 Stars in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, it is eligible for a contract term between three (3) to five (5) years.

- (e) If the **School** receives at least 3 Stars in multiple LRC graded components, it is eligible for a contract term between five (5) to seven (7) years.
- (f) If the **School** receives at least 4 Stars in multiple LRC graded components, it is eligible for a contract term between seven (7) to ten (10) years.

11.8 **Non-renewal of this Charter.**

- (a) After the high stakes review, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
 - (i) Failure to meet student performance requirements stated in this Charter;
 - (ii) Failure to meet generally accepted standards fiscal management;
 - (iii) Violation of any provision of this Charter or applicable state or federal law;
 - (iv) Other good cause.

By January 15th in the year in which the sponsor intends to take actions not to renew this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

- 11.9 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written

assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **School Governing Authority**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

- 11.10 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause or if funding to the **School Governing Authority** should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with seven (7) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within seven (7) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.072(E)(1), if the **School Governing Authority** fails to provide a proposal to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30th) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

- 11.11 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Charter under R.C. 3314.072, the **Sponsor** may choose to terminate this Charter prior to its expiration.

By January 15th in the year in which the sponsor intends to terminate this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before

the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Charter.

The termination of this Charter shall be effective upon the occurrence of the later of the following events:

- (a) ninety (90) days following the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

If this Charter is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

- 11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter, provided Notice is completed in accordance with Section 11.15. Timeliness is defined as an answer in writing within seven (7) business days (unless another time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.
- 11.13 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.14 **Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.15 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School Governing Authority** President and the attorney for the **School Governing Authority**.

Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.

The **Sponsor** agrees that to the extent that the **School** or **School Governing Authority** is required to provide notice regarding or copies of updated policies or attachments not otherwise requiring a charter modification and the same is disseminated and approved at an open meeting of the **School Governing Authority** at which a **Sponsor** representative is present, **Sponsor** will consider any notice required to be provided to it by the **School** or **School Governing Authority** to have been satisfactorily provided by the **School** or **School Governing Authority**.

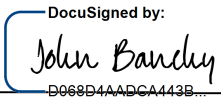
- 11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Mutually agreed-to changes that are not mid-contract term changes shall be based on a goal to improve the academic, financial and operational performance of the School in a commitment to mutual growth and progress. The School Governing Authority acknowledges that the Sponsor is expected to update this Contract mid-term annually to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the School agrees that a mid-contract term modification may be necessary annually. Notifications required by this Charter shall not be considered changes or modifications of this Charter.
- 11.18 **Changes in Rule or Law.** The **School**, **Sponsor** and **School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.
- 11.19 **Attachments.** All **Attachments (1.3-9.4)** to this Charter are attached hereto and incorporated by reference into the Charter.
- 11.20 **Sponsor Authority.** **Sponsor** warrants and represents that it is an authorized **Sponsor** as defined in Chapter 3314 of the R.C. and that it is in good standing with the Ohio Department of Education (ODE). **Sponsor** agrees to provide the **School** with a copy of any formal actions issued by the State Board of Education that adversely affect the ability of the **Sponsor** to sponsor community schools.
- 11.21 **Modified Charter.** This Modified Charter replaces in all respects the Charter entered into between the parties which commenced on July 19, 2019, and any other Amended or Modified Charters.

[Signatures on Following Page]

Executed this 14 day of June, 2022 in Columbus, Ohio.

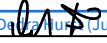
St. Aloysius

**School Governing Authority of
South Columbus Preparatory Academy at
German Village**

By: 
D068D4AADC4443B...
(Name)

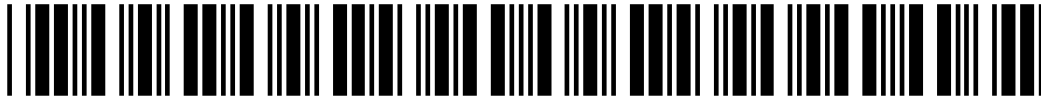
Its: President and CEO
(Title)

with full authority to execute this
Charter for and on behalf of the
Sponsor and with full authority to
bind the **Sponsor**.

By: 
D068D4AADC4443B... (Jun 15, 2022 12:54 EDT)
(Name)

Its: Board Chair
(Title)

with full authority to execute this Charter
for and on behalf of the **School Governing
Authority** and with full authority to bind
the **School Governing Authority**.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/10/2020	202016201266	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

THE CALLENDER LAW GROUP
100 EAST BROAD STREET
SUITE 690
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
4000169

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SOUTH COLUMBUS PREPARATORY ACADEMY AT GERMAN VILLAGE

and, that said business records show the filing and recording of:

Document(s)

AMENDED/RESTATED ARTICLES

Effective Date: 06/10/2020

Document No(s):

202016201266



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
10th day of June, A.D. 2020.

Ohio Secretary of State



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50 Form Must Be Typed

Check the appropriate box:

- ☐ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- ☒ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation SOUTH COLUMBUS PREPARATORY ACADEMY

Charter Number 4000169

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

James S. Callender

Signature

Authorized Representative

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**Certificate of Amendment of the
Articles of Incorporation of South Columbus
Preparatory Academy**

RESOLVED, that pursuant to R.C. 1702.38, the Board of Directors ("Board" or "Governing Authority") of the Corporation hereby adopts these amended restated Articles of Incorporation of South Columbus Preparatory Academy., in their entirety, as follows:

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

FIRST: The name of the Corporation shall be **South Columbus Preparatory Academy at German Village**

SECOND: The principal office of the Corporation shall be in Franklin County, Columbus, Ohio.

THIRD: To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.

FOURTH: The period of duration of the Corporation is perpetual.

FIFTH; The management of the affairs of the Corporation shall be vested in its Board of Directors, which shall manage the affairs of the Corporation in accordance with all applicable federal, state, and local laws, subject to any limitations provided in these Articles of Incorporation. The directors of the Corporation shall be elected or appointed in the manner prescribed in the Code of Regulations of the Corporation. The number of directors shall be not less than three (3); subject to this limitation, the number of directors, the terms of office, and the qualifications, if any, shall be as provided in the Code of Regulations.

SIXTH: The Corporation shall operate exclusively for charitable, educational, and scientific purposes within the meaning of section 501(c)(3) of the Code, in the course of which operation:

(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any private shareholder or individual, including, but not limited to, any director, officer, manager, or other related person of the Corporation, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes of the Corporation set forth herein.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in {including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, except as authorized under the Code.

(c) Notwithstanding any other provision set forth in these Articles of Incorporation, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(3) of the Code, or a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

(d) Notwithstanding any other provision set forth in these Articles of Incorporation, the Corporation will not engage in any act of self-dealing as defined in section 4941(d) of the Code, will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code, will not retain any excess business holdings as defined in section 4943(c) of the Code, will not make any investments in a manner as to subject it to tax under section 4944 of the Code, and will not make any taxable expenditures as defined in section 4945 of the Code.

SEVENTH: Upon dissolution of the Corporation, or the liquidation of its assets, the Board of Directors shall, after paying or making provision for the payment of all debts and obligations of the Corporation, distribute all remaining assets exclusively for one or more exempt purposes, within the meaning of section 501(c)(3) of the Code, to an organization exempt from federal income tax as an organization described in section 501(c)(3) of the Code or to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such exempt purposes or to an organization or organizations, as said court shall determine, which are organized and operated exclusively for such exempt purposes, provided always that none of the assets of the Corporation shall be distributed to or for the benefit of any director or officer of the Corporation, or any other private individual.

EIGHTH: Any reference in these Articles of Incorporation to a section of the Internal Revenue Code of 1986, as amended, shall be deemed to incorporate by reference the corresponding section of any future federal tax code.

APPROVAL AND ADOPTION OF RESOLUTION

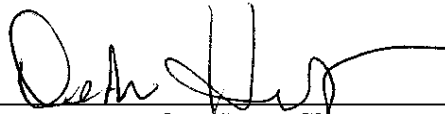
Motion to approve and adopt the Resolution to Amend and Restate the Articles of Incorporation of the Corporation,

made by: Scott Pullins

seconded by: Sean Herod

Board Member Name/Initials	AYE	NAY	OTHER (abstain, not present, etc.)
Kelly Dyer	✓		
Sean Herod	✓		
Lyndsey Solomon	✓		
Scott Pullins	✓		
Dedra Hurst, Chairwoman	✓		

As adopted on this 9 day of June, 2020.



Dedra Hurst, Chairwoman
South Columbus Preparatory Academy



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/08/2017	201706504404	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

CALLENDER LAW GROUP
100 EAST BROAD ST.
SUITE 690
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4000169

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SOUTH COLUMBUS PREPARATORY ACADEMY

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 03/06/2017

Document No(s):

201706504404



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
8th day of March, A.D. 2017.

Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
Ohio Secretary of StateCentral Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 3/6/2017

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)**First:**Name of Corporation **Second:**Location of Principal office
in Ohio

City

State

County

Effective Date
(Optional)

mm/dd/yyyy

**(The legal existence of the corporation begins upon
the filing of the articles or on a later date specified
that is not more than ninety days after filing)****Third:**

Purpose for which corporation is formed

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Name

Mailing Address

City

State

Zip Code

Must be signed by the
Incorporators or a
majority of the
incorporators

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Individual Agent's Signature / Signature on behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

JAMES S. CALLENDER JR.

Signature

INCORPORATOR

By

Print Name

Signature

By

Print Name

Signature

By

Print Name

Purpose for which corporation is formed:

1. To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
2. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any Director or Officer of the Corporation, or any member of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and not Director or Officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.
3. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
4. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
5. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
6. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

7. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
8. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.
9. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

CERTIFICATION OF RESOLUTION

AMENDMENT TO BYLAWS/CODE OF REGULATIONS

South Columbus Preparatory Academy
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of **South Columbus Preparatory Academy** (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the South Columbus Preparatory Academy Board of Directors adopts the Amendment to School Bylaws/Code of Regulations. The Amendment to Bylaws/Code of Regulations is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

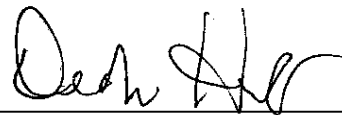
APPROVAL AND ADOPTION OF RESOLUTION

Motion to adopt the Amendment to Bylaws/Code of Regulations

(without / with) amendment, made by Scott Pullins
seconded by Sean Herod.

Board Member Name/Initials	AYE	NAY	OTHER (Not Present, Abstain, etc.)
Kelly Dyer	✓		
Sean Herod	✓		
Scott Pullins	✓		
Lyndsey Solomon	✓		
Dedra Hurst, Chairwoman	✓		

Executed and adopted by a vote of the Board on this 9 day of June, 2020



*Dedra Hurst, Chairwoman
South Columbus Preparatory Academy*

EXHIBIT A

AMENDMENT TO SOUTH COLUMBUS PREPARATORY ACADEMY BYLAWS/CODE OF REGULATIONS

The following amendment to South Columbus Preparatory Academy (“School”) Bylaws is hereby approved by the Governing Authority (“Board”).

Whereas, Section 1 of the Bylaws/Code of Regulations states:

Section 1. NAME

The name of this Ohio nonprofit corporation shall be **SOUTH COLUMBUS PREPARATORY ACADEMY** (hereinafter the “Corporation” or “School”).

Whereas, Section 15 of the Bylaws/Code of Regulations states:

A. Section 15. Meetings held through communication equipment:

Meetings of the Board of Directors may not be held through communications equipment.

Meetings of committee of the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting.

NOW THEREFORE, the Board hereby approves the following amendment to the current bylaws:

Pursuant to action by the Legislature, the amendment to the Bylaws is as follows:

Section 1. NAME

~~The name of this Ohio nonprofit corporation shall be **SOUTH COLUMBUS PREPARATORY ACADEMY** (hereinafter the “Corporation” or “School”).~~

The name of this Ohio nonprofit corporation shall be **SOUTH COLUMBUS PREPARATORY ACADEMY AT GERMAN VILLAGE** (hereinafter the “Corporation” or “School”).

Section 15. Meetings held through communication equipment:

~~Meetings of the Board of Directors may not be held through communications equipment.~~

Meetings the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting. Provided however, once the

Corporation becomes a community school, the Directors must be physically present at a meeting as defined by Ohio's Open Meetings Act in order to be counted as part of a quorum and to vote, for so long as required by law.

Bylaws/Code of Regulations of SOUTH COLUMBUS PREPARATORY ACADEMY

Article I General

Section 1. NAME

The name of this Ohio nonprofit corporation shall be **SOUTH COLUMBUS PREPARATORY ACADEMY** (hereinafter the "Corporation" or "School").

Section 2. OPERATION, OBJECTIVES, AND GUIDING PRINCIPLES

Subject to all of the terms and conditions set forth in these Bylaws, the Corporation is organized, and will be operated, exclusively for charitable, educational, and scientific purposes within the meaning of 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code"), as follows:

- a. To form, maintain and provide a school exclusively for educational, literary, scientific, and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
- b. In addition, the Corporation may engage in other charitable and educational activities described in 501(c)(3) and 170(c)(2) of the Code.
- c. In carrying out its charitable, educational, and scientific purposes, the Corporation shall have all of the powers that may be conferred upon nonprofit corporations formed under the laws of the State of Ohio to carry out such purposes.

In carrying out its charitable, educational, and scientific purposes, the Corporation shall have authority to receive and maintain real and tangible or intangible personal property and shall use and apply all or any part of such property and/or the income therefore exclusively for charitable, educational, and scientific purposes within the meaning of 501(c)(3) and 170(c)(2) of the Code.

Mission

[see attached]

Vision

[see attached]

Philosophy Statement

[see attached]

Section 3. LOCATION

The Corporation's headquarters shall be located and maintained in Franklin County, Ohio, or at such other location within the State of Ohio as the Board of Directors may from time to time determine.

Section 4. PROPERTY

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

Section 5. FISCAL YEAR

The fiscal year shall begin on July 1 and end on June 30 of each year.

Section 6. AUDIT

The fiscal records of the Corporation may be prepared each year by independent Certified Public Accountants and the report thereof made available to the Executive Director, the Board of Directors, and such other persons as may be necessary or appropriate. The level of the report shall be at least a review by the Certified Public Accountants, and the Board shall determine on an annual basis whether or not audited financial statements are appropriate. The Board shall comply with Ohio law for the purposes of fiscal oversight of the school.

Article II **Membership**

The Corporation has no members. The rights which would otherwise vest in the members vest in the Board of Directors (the "Board") of the Corporation. Actions which would otherwise require approval by a majority of all members or approval by members require only approval of a majority of all Directors.

Article III **Directors**

Section 1. NUMBER

The corporation shall have at least five directors but not more than ten, as set forth below, plus non-voting ex officio Directors, if any. Collectively they shall be known as the Board. Upon the action of the Board, these Bylaws may be amended to alter the size or composition of the Board of Directors.

Section 2. POWERS

Except when the law provides, the Articles or these Bylaws otherwise provided, all of the Corporation's authority shall be vested in and exercised by the board. To the extent permitted by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. DUTIES

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
- b. Meet at such times and places as required by these bylaws;
- c. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 4. ELECTIONS AND TERMS OF OFFICE

- a. The Interim Directors of the Corporation shall be named at a time to be determined by the Incorporator. The Interim Directors shall serve until a Board of Directors is elected.
- b. The Board may elect any person who, in its discretion, it believes will serve the interests of the Corporation faithfully and effectively.
- c. Two of the initial five directors elected shall hold office for a period of five years, two shall hold office for a period of two years, and one or two for a period of one year. Thereafter each director shall hold office for a period of up to three years and until his or her successor is elected and qualifies. Each director's term of office shall be specified at the time of election. The term of no more than 40% of the directors shall expire in the same year.

- d. Any Director may, by written notice to the Board of Directors, resign at any time.
- e. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time, with the exception of the CEO who can only be removed by a majority vote of the remaining directors.

Section 5. EX OFFICIO DIRECTORS

The Chairperson of Board of Directors may appoint one or more *ex officio* members of the Board of Directors. The individual holding the office of Executive Director of the Corporation shall be an *ex officio* member of the Board. *Ex officio* members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors. Except for the individual holding the office of Executive Director of the Corporation (who shall serve so long as he or she is the Executive Director), the term of an *ex officio* Director shall be for such time as the Board of Directors shall designate.

Section 6. COMPENSATION

A Director may be compensated in accordance with Ohio Revised Code §3314.02(E)(4), or reimbursed for expenses incurred in furtherance of the purposes of the Corporation as authorized and approved by a majority of the current Directors. Any payments to Directors shall be approved in advance in accordance with this Corporation's conflict of interest policy, as set forth in Article 9 of these Bylaws and Chapter 3314 of the Ohio Revised Code.

Section 7. ANNUAL AND REGULAR MEETINGS

Annual Meetings of the Board of Directors shall be held each year during the first quarter of each fiscal year at a time and place, within the State of Ohio, designated by the Directors, Regular Meetings of the Board of Directors may be held at such other times and places as may be fixed by the Directors, however, the Board of Directors will meet at least quarterly upon the call of the Chair, or any two other Directors.

Section 8. SPECIAL MEETINGS

Special Meetings of the Board of Directors may be held at any time upon the written call of the Chair or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 9. NOTICE OF MEETINGS

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate.

Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

The Board shall ensure compliance with Ohio Revised Code section 121.22(F), and shall follow the following guidelines as it related to the posting of meeting notices:

The Secretary of the Board of Directors shall cause and/or direct an administrator of the school post notice of a meeting in the following manners:

1. **Regular Meetings:** Notice of regular meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school no less than five (5) days prior to the date of the meeting; (ii) notice will be provided to any news media that requests notification no less than five (5) days prior to the date of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of meetings no less than five (5) days prior to the date of the meeting.
2. **Special Meetings:** Notice of special meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school no less than 24 hours prior to the date of the meeting; (ii) notice will be provided to any news media that requests notification no less than 24 hours prior to the date of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of meetings no less than 24 hours prior to the date of the meeting.
3. **Emergency Meeting:** Notice of emergency meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school immediately and prior to the start of the meeting; (ii) notice will be provided to any news media that requests notification immediately and prior to the start of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of meetings immediately and prior to the start of the meeting.

Section 10. WAIVER OF NOTICE

Notice of any meeting of the Board may be waived in writing, either before or after the holding of such meeting, by any Board of Director, which writing shall be filed with or entered upon records of the meeting. The attendance of any Board of Director at any meeting of the Board without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver of notice of such meeting.

Section 11. ACTION WITHOUT A MEETING AUTHORIZED

The Board may authorize actions by means of a writing or writings signed by all of the Directors, without a meeting.

Section 12. QUORUM FOR MEETINGS

Except as otherwise provided in these Bylaws, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the articles of incorporation, these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 14. CONDUCT OF MEETINGS

The Chair shall employ such rules of order as the Chair deems appropriate in conducting meetings, except that each item placed for vote or other action shall be placed before the Board by motion of a member of the Board other than the Chair with a second by another member of the Board other than the Chair.

Section 15. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

Meetings of the Board of Directors may not be held through communications equipment.

Meetings of committee of the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting.

Section 16. NONLIABILITY OF DIRECTORS

The Directors shall not be personal liable for the debts, liabilities, or other obligations of the corporation.

Article IV **Officers**

Section 1. DESIGNATION OF OFFICERS

The officers of the corporation shall be a chair, a vice chair, a secretary, and a treasurer. The corporation may also have one or more vice chairs, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board of directors.

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

The Officers of the Corporation may, but do not need to, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 3. ELECTION AND TERM OF OFFICE

Officers shall be elected by the board of directors, at anytime, and each officer shall hold office for a period of one year, until he or she resigns, or is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the chair or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

Section 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair unless such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. DUTIES OF CHAIRPERSON

The Chairperson ("Chair"), subject to the control of the board of directors, shall supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of

directors, the Chair shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members.

Section 7. DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice Chair shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

Section 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law. Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Section 9. DUTIES OF TREASURER

The treasurer shall:

Oversee the Ohio licensed school fiscal officer in his/her charge and custody of, and his/her responsibility for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected

by the board of directors.

Oversee the Ohio licensed school fiscal officer in his/her receiving, and giving receipt for, monies due and payable to the corporation from any source whatsoever.

Oversee the Ohio licensed school fiscal officer in his/her disbursements, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Oversee the Ohio licensed school fiscal officer in his/her keeping and maintaining adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Oversee the Ohio licensed school fiscal officer in his/her exhibits, at all reasonable times ,the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

Oversee the Ohio licensed school fiscal officer in his/her rendering to the Chair and directors, whenever requested, an account of any or all transactions and of the financial condition of the corporation.

Oversee the Ohio licensed school fiscal officer in his/her preparation, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, Oversee the Ohio licensed school fiscal officer in his/her performance of duties incident to the school financials and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Article V **Committees**

Section 1. EXECUTIVE COMMITTEE

The board of directors may, by a majority vote of its members, designate an Executive Committee consisting of not less than three but no more than five board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2), the number of the executive committee, and fill vacancies on the Executive Committee from the

member of the board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Section 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the board of directors or by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

Article VI

Indemnification and Insurance

Section 1. GENERAL INDEMNIFICATION

The Corporation: (a) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether, civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a Director or volunteer of the Corporation, or while a Director or volunteer of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent, or volunteer of any other corporation domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise; and (b) may indemnify or agree to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than any action by or in the right of the Corporation) by reasons of the fact that he or she is or was an officer, employee, or agent of the Corporation, or while an officer, employee, or agent of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against expense (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a

manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement or conviction, upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the conduct was unlawful.

Section 2. SUITS BY THE CORPORATION

The Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation.

No such indemnification shall be made in respect of: (a) any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense as the court of common pleas or such other court shall deem proper; or (b) any action or suit in which the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. INDEMNIFICATION FOR EXPENSES

To the extent that a Director, officer, employee, agent or volunteer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.1 and 6.2, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by the individual in connection with the action, suit or proceeding.

Section 4. DETERMINATION REQUIRED

Any indemnification under Section 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification

of the Director, officer, employee, agent or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 and 6.2. Such determination shall be made by any one of the following: (a) the Board of Directors by a majority vote of a quorum consisting of Directors, who were not and are not parties to, or threatened with, such action, suit or proceeding; (b) if such a quorum is not obtained or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; (c) the Members; or (d) the court of common pleas or the court in which the action, suit or proceeding was brought. If any action by or in the right of the Corporation is involved, any determination made by the disinterested Directors or by the independent legal counsel under this Section 6.4 shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 6.2, and such person shall have the right, within ten days after receipt of such notification, to petition the court of common pleas or the court in which action or suit was brought to review the reasonableness of such determination.

Section 5. ADVANCES FOR EXPENSES

(a) Expenses (including attorney's fees) incurred by a Director or a volunteer in defending any civil or criminal action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, except where the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code, shall be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or volunteer in which he or she agrees to: (i) repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to action involved in act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interest of the Corporation; and (ii) reasonably cooperate with the Corporation concerning the action, suit or proceeding.

(b) Expenses (including attorney's fees) incurred by a Director, officer, employee, agent or volunteer in defending any action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, may be paid by the Corporation as they are incurred in advance of the final disposition of the action, suit or proceeding as authorized by the Director in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent or volunteer to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation.

Section 6. NOT EXCLUSIVE

The indemnification authorized by this Article VI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles, common law, the Nonprofit Corporation Law of the State of Ohio, these Bylaws or any

agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. INSURANCE

The Corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf or for any person who is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provision of this Article VI. Insurance may be purchased from or maintained with a person in which the Corporation has financial interest.

Section 8. SECTIONS 1 AND 2

The authority of the Corporation to indemnify persons pursuant to Sections 1 and 2 of this Article VI does not limit the payment of expenses as they are incurred, indemnification, insurance or other protection that may be provided pursuant to another Section of Article VI. Sections 1 and 2 of this Article VI do not create any obligation to repay or return payments made by the Corporation under other Sections of this Article VI.

Section 9. DEFINITION OF “THE CORPORATION” AND “VOLUNTEER”

As used in this Article VI, references to “the Corporation” include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of such a constituent corporation, or is or was serving at the request of such constituent corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provision of this Article VI with respect to the new or surviving corporation in the same capacity. As used in this Article VI, references to a “volunteer” include any person defined as a “volunteer” with respect to the Corporation under Section 1702.01 of the Ohio Revised Code.

Article VII **Corporate Records, Reports, and Seal**

Section 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. CORPORATE SEAL

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation.

Section 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspect shall include the right to copy and make extracts.

Section 5. PERIODIC REPORT

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article VIII
IRC 501(c)(3) Tax Exemption Provision

Section 1. LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. PROHIBITATION AGAINST PRIVATE INURNMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 4. PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of

the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article IX
Conflict of Interest Policy and Compensation Approval Procedures

Section 1. PURPOSE

The purpose of the conflict of interest policy is to protect South Columbus Preparatory Academy, an Ohio non-profit corporation and tax-exempt organization (the “Organization”) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. DEFINITIONS

A) Interested Person. Any director, principal officer, or member of a committee with Corporate Board or Governing Board (collectively the “Board”) delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3 (B), a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

Section 3. PROCEDURES

A) Duty to Disclose.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement

B) Determining Whether a Conflict of Interest Exists.

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

C) Procedures for Addressing the Conflict of Interest.

1. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

D) Violations of the Conflicts of Interest Policy.

1. If the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall

take appropriate disciplinary and corrective action.

Section 4. RECORDS OF PROCEEDINGS

The minutes of the Board and all committees with board delegated powers shall contain:

- A) The names of the persons who disclosed or otherwise were found to have a financial a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, the action taken to determine whether a conflict of interest was present, and the Board's or committees decision as to whether a conflict of interest in fact existed.
- B) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. COMPENSATION

Any compensation received by Board members will be in compliance with State and Federal laws and/or regulations, and only after a vote of the board.

Section 6. ANNUAL STATEMENTS

Each director, principal officer and member of a committee with Board delegated powers shall sign a statement which affirms such person:

- A) Has received a copy of this Conflict of Interest Policy;
- B) Has read and understands the policy;
- C) Has agreed to comply with the policy; and
- D) Understands the Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A) Whether compensation arrangements and benefits are reasonable, based on

competent survey information and the result of arm's length bargaining.

B) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organizations written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article X

Compensation Policy

Section 1. PURPOSE

The Compensation Policy (the "Compensation Policy") of the School, an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure compliance with the Internal Revenue Service guidelines for approval of senior management compensation. The corporate board of directors of the School shall follow the following review and approval guidelines.

Section 2. INDIVIDUALS SUBJECT TO THIS POLICY ("COVERED INDIVIDUAL")

1. Chief Employed Executives: The individual or individuals who have the ultimate responsibility for implementing the decisions of the School's corporate board or for supervising the management, administration, or operations of the School, including the School's top management official and top financial official. If this ultimate responsibility resides with two or more individuals (i.e. co-presidents or co-treasurers) who may exercise such responsibility in concert or individually, then each individual shall be included.
2. Officers: The individual or individuals elected or appointed to manage South Columbus Preparatory Academy daily operations, such as president, vice-president, secretary or treasurer. The officers of an organization are determined by references to its organizing document, by-laws, and include, at a minimum, those officers required by applicable state law.
3. Key Employees: Individuals who are not a Chief Employed Executive or an Officer of the School, but who meet all of the following tests, applied in the following order:

- a. \$150,000 Test: The individual receives reportable compensation¹ from South Columbus Preparatory Academy and all related organizations² in excess of \$150,000 for the calendar year ending with or within South Columbus Preparatory Academy's tax year.
 - b. Responsibility Test: At any time during the calendar year ending with or within the School's tax year:
 - i. has responsibilities, power or influence over The Steve Sanders School as a whole that is similar to those officers, directors, or trustees;
 - ii. manages a discrete segment or activity of School that represents 10% or more of the activities, assets, income, or expenses of the organization, as compared to the organization as a whole; or
 - iii. has or shares authority to control or determine 10% or more of South Columbus Preparatory Academy's capital expenditures, operating budget, or compensation for employees.
 - c. Top 20 Test: In addition to meeting the \$150,000 Test and the Responsibility Test, the individual is one of the top 20 most highly compensated employees (including all income from South Columbus Preparatory Academy and related organizations) for the calendar year ending with or within South Columbus Preparatory Academy's calendar year.
4. Highest Compensated Employees: One of the five highest compensated employees of South Columbus Preparatory Academy whose reportable compensation (including all income from South Columbus Preparatory Academy and related organizations) is greater than \$100,000 for the calendar year ending with or within School's calendar year who are not also current officers, directors, or key employees of the School.

Section 3. PROCEDURE FOR APPROVING COMPENSATION

In reviewing and approving the compensation of any Covered Individuals the School corporate board of directors, or a delegated committee of the corporate board (the "Approval Body") will utilize the following process:

¹ Compensation that is reported on Form W-2, Box 5, or in Box 1 if the employee's compensation is not reported in Box 5, or Form 1099-MISC, Box 7, filed for the calendar year ending with or within the organization's tax year.

² An organization that stands in one or more of the following relationships to the filing organization: (1) Parent – an organization that controls the filing organization; (2) Subsidiary – an organization controlled by the filing the filing organization; (3) Supporting/Supported – an organization that is (or claims to be) at any time during the organization's tax year (i) a supporting organization of the filing organization within the meaning of Section 509(a)(3), if the filing organization is a supported organization within the meaning of Section 509(f)(3), or (ii) a supported organization, if the filing organization is a supporting organization.

1. Impartial Decision Makers: The compensation arrangement must be approved in advance (before any payment is made) by the Approval Body of South Columbus Preparatory Academy composed entirely of individuals who do not have conflict of interest with respect to the compensation arrangement (i.e. neither the executive whose compensation is being determined nor any of his/her family members may be present during the discussion/debate or participate in the vote).
2. Comparability Data: When the Approval Body is considering compensation to Covered Individuals, it must rely on comparability data that demonstrates the fair market value of the compensation in question (i.e. when creating compensation packages, the Approval Body must secure data that documents compensation levels for similarly qualified individuals in like positions at like organizations). This data may include the following:
 - a. expert compensation studies by independent firms;
 - b. written job offers for positions at similar organizations;
 - c. documented telephone calls about similar positions at both non-profit and for-profit organizations.
3. Concurrent Documentation: The Approval Body must document how it reached decisions, including the data on which it relied. To qualify as Concurrent Documentation, written or electronic records of the Approval Body (i.e. meeting minutes) must note:
 - a. the terms of the compensation and the date it was approved;
 - b. the members of the Approval Body who were present during the debate on the compensation that was approved and those who voted on it;
 - c. the comparability data obtained and relied upon and how the data was obtained; and
 - d. any action taken with respect to the consideration by anyone who is otherwise a member of the Approval Body, but who had a conflict of interest with respect to the decision on the compensation.

Section 4. RECORDS

South Columbus Preparatory Academy shall retain all records relating to compensation in accordance with South Columbus Preparatory Academy' Record Retention and Destruction Policy.

Article XI

Code of Ethics Policy

Section 1. PURPOSE

The following Code of Ethics (the "Code") of South Columbus Preparatory Academy ("School"), an Ohio non-profit corporation and tax exempt organization, is intended to

guide ethical decision making by its directors, officers and staff members. The Code is based on the following key values:

1. Respect for all persons.
2. Transparency for our actions.
3. Responsibility for our decisions and their consequences.
4. Accountability for our actions.
 - a. We are committed to being responsible, transparent and accountable for all our actions.
 - b. We are committed to avoiding conflicts of interest.
 - c. We are committed to complying with the spirit and the letter of all applicable laws.
 - d. We are committed to treating our staff members with respect and fairness in a workplace that safeguards the rights and welfare of all.
 - e. We are committed to a philanthropic and educational community that is transparent and accountable.

Section 2. POLICIES AND PROCEDURES SUPPORTING THE CODE OF ETHICS

The School has a number of policies and procedures in place to assure ethical conduct. The following are examples of the major policies and procedures that support and reflect our Code:

1. The School has a detailed Conflict of Interest Policy to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or may result in a possible excess benefit transaction. If any conflict is found, the officer or director must abstain from voting on the particular proposal and the abstaining officer or director is not counted toward a quorum for a vote.
2. The audit committee was established in March 2010. The audit committee selects the independent auditor; reviews the quality and integrity of the School's annual financial statements; oversees the performance of the School's internal accounting functions; and handles complaints and concerns regarding corporate accounting practices, internal controls and auditing matters in accordance with the School's Whistleblower Policy. All current members of the audit committee are financially literate.
3. There is no salary compensation of the officers and directors of the School except as provided within these Bylaws.

Article XII Nondiscrimination Policy

South Columbus Preparatory Academy, an Ohio non-profit corporation (the “School”), admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. the School does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other School administered programs.

The School will ensure that this policy is placed in all literature of the School, including, but not limited to, public notices, student handouts, promotional materials, etc.

The School will maintain records to support this policy as required by Internal Revenue Procedure 75-50.

Article XIII

DOCUMENT RETENTION AND DESTRUCTION POLICY

This policy reflects the minimum document retention requirements set forth to protect the School, an Ohio non-profit corporation and tax-exempt organization.

The following types of documents will be retained for the following periods of time. At least one copy of each document will be retained according to the following schedule.

Type of Document	Minimum Requirement
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently, or until the Cancellation of the Corporation
Bank reconciliations	2 years
Bank statements	3 years
Checks registers/books, canceled checks, deposit slips	7 years
Contracts, mortgages, notes and leases (expired)	7 years
Contracts (still in effect)	Permanently, or until the Cancellation of the Corporation
Corporate records (minute books, charter, resolutions, etc.)	Permanently, or until the Cancellation of the Corporation
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently, or until the Cancellation of the Corporation
Correspondence (with vendors)	2 years
Credit card receipts	3 years
Deeds, mortgages, bills of sale, etc.	Permanently
Depreciation schedules	Permanently
Donor lists/acknowledgements	3 years
Employment applications	3 years
Expense analyses/expense distribution schedules	7 years
Financial statements	Permanently, or until the

	Cancellation of the Corporation
Insurance policies (expired)	3 years
Insurance records (current policies - accident reports, claims, policies, etc.)	Permanently, or until the Cancellation of the Corporation
Internal audit reports	3 years
Inventories of products, materials, and supplies	7 years
Investment records (deposits, earnings, withdrawals)	7 years
Invoices (to customers, from vendors)	7 years
IRS correspondence	Permanently, or until the Cancellation of the Corporation
Lease/Loan contracts	Permanently, or until the Cancellation of the Corporation
Patents and related Papers	Permanently, or until the Cancellation of the Corporation
Payroll records and summaries	7 years
Personnel records (terminated employees)	7 years
Personnel records (current employees)	Permanently, or until the Cancellation of the Corporation
Retirement and pension records	Permanently, or until the Cancellation of the Corporation
Tax returns and worksheets	Permanently, or until the Cancellation of the Corporation
Timesheets	7 years
Vendor contracts	7 years
Trademark registrations and copyrights	Permanently
Whistleblower records	7 years
Withholding tax statements	7 years
Correspondence between board members as it relates to school business (email)	30 days
Correspondence between board members as it relates to school business (texts)	5 days
Correspondence between board members as it relates to school business (voicemail)	5 days

Document Protection

Documents will be stored in a protected environment for the duration of the Document Retention Requirement. Computer backup media will be included.

Document Destruction

Documents that have been retained until the end of the Document Retention Requirement shall be destroyed by shredding. Computer backup media that has been retained until the end of the Document Retention Requirement shall be destroyed by fire or other proven means to destroy such media.

Article XIV
NON-PROFIT FUNDRAISING POLICY

Purpose

The Non-Profit Fundraising Policy (the “Fundraising Policy”) of the School, an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure the directors and officers honor the intentions of donors and ensure that their intentions are honestly fulfilled. As a part of the annual audit, the independent auditors will review any grant and contribution related correspondence and review financial transactions to ensure that any restrictions imposed were met.

Donor Privacy

All information concerning donors or prospective donors, including their names, addresses, telephone numbers, amount of their gifts and other information shall be kept strictly confidential by the School’s directors, officers and staff unless permission is obtained from the donor to release such information.

Gifts and donations may be restricted by a donor for use in any specific service area and/or for any stated the School purpose or program, and these requests must be honored.

Solicitations shall be free from undue influence or excessive pressure and shall be respectful of the needs and interests of the donor or prospective donor.

All fundraising solicitations shall include the following:

1. The School does not share, sell, trade or rent donor lists.
2. Include an option for the donor’s gift to remain anonymous.

Acceptance of Gifts

Whereas the School actively solicits gifts and grants to further the goals of the organization, there is the potential for controversy if certain gifts are accepted that could damage the ability for the School to accomplish its goals. The following procedures are adopted as policy:

1. All decisions to solicit and/or accept potentially controversial gifts are to be made by the corporate board of directors, preferable prior to soliciting such gifts.
2. It is recognized that the School cannot generally ascertain whether the value of the gift was generated using commonly accepted ethical and moral standards. Furthermore, the School asserts that its primary responsibility is to use any gifts to further the organizations mission, goals and objectives.

When considering, soliciting and/or accepting gifts that might be potentially controversial, the corporate board of directors shall consider the following:

1. Will accepting the gift compromise any core values of the organization?
2. Will accepting the gift further the mission, goals and/or objectives of the organization and the donor?
3. Will there be a perceived conflict of interest for the organization?
4. Is there clear charitable intent and a commitment to serve the community? It is understood that it is usually appropriate for there to be tax incentives, community acceptance and publicity value for donors.
5. Will acceptance of the gift be inconsistent with other fundraising activities and/or gifts?
6. Will the reputation of the donor have a negative effect upon the reputation of the receiving organization?
7. If controversy develops, will it likely be significant enough to undermine the stability of the organization? If so, will there be a sufficient reservoir of community image and goodwill to allow the organization to continue to thrive?
8. Will the nature of the in-kind contribution create problems, such as in advertising or sponsorship?
9. Will the gift encourage or discourage others to give?
10. What will be the net effect on the bottom line?

Outside Parties Fundraising on Behalf of The School

Outside organizations raising money without charge on behalf of the School must be reviewed and approved by the corporate board of directors.

Records

The School shall retain for a period of at least seven (7) years, all records relating to any gift or donation received in accordance with the School's Record Retention and Destruction Policy.

Article XV

INVESTMENT POLICY

Purpose

This Investment Policy (the "Investment Policy") of the School, an Ohio non-profit corporation and tax exempt organization, has established this policy in order to:

1. Define and assign the responsibilities of all involved parties.
2. Establish a clear understanding for all involved parties of the investment goals and objectives of Fund assets.
3. Offer guidance and limitations to all Investment Managers regarding the investment of Fund assets.
4. Establish a basis for evaluating investment results.
5. Manage Fund assets according to prudent standards as established in common trust law.
6. Establish the relevant investment horizon for which the Fund assets will be managed.

In general, the purpose of this statement is to outline a philosophy and attitude which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

Definitions

1. "Fund" shall mean the School's investment portfolio.
2. "Executive Committee" shall refer to the Committee authorized to administer the Fund as specified by the corporate board of directors of the School.
3. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over Fund management or any authority or control over management, disposition or administration of the Fund assets.
4. "Investment Manager" shall mean any individual, or group of individuals, employed to manage the investments of all or part of the Fund assets.
5. "Investment Management Consultant" shall mean any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search, and performance monitoring.
6. "Securities" shall refer to the marketable investment securities which are defined as acceptable in this statement.
7. "Investment Horizon" shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this Fund is 3-5 years.

Delegation of Authority

The School's Executive Committee is a Fiduciary and is responsible for directing and monitoring the investment management of Fund assets on behalf of the School. As such, the Executive Committee is authorized to delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Management Consultant. The consultant may assist the Executive Committee in establishing investment policies, objectives, and guidelines; selecting Investment Managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.
2. Investment Manager. The Investment Manager has discretion to purchase, sell, or hold the specific securities that will be used to meet the Fund's investment objectives.
3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Fund, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Fund accounts.
4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the Executive Committee to assist in meeting its responsibilities and obligations to administer Fund assets prudently.

No officer or director of the School shall act as Investment Management Consultant, Investment Manager, or Custodian.

The Executive Committee will not reserve any control over investment decisions, with the exception of specific limitations described in these statements. Managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper Investment Managers, each Investment Manager should request modifications which they deem appropriate.

If such experts employed are also deemed to be Fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable, and will be borne by the Fund as deemed appropriate and necessary.

General Investment Principles

1. Investments shall be made solely in the interest of the Fund.
2. The Fund shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
3. Any attempt to engage in "market timing" will be avoided.
4. There shall be no short sales or trading on margin.

5. There shall be no options, including puts or calls, unless they are covered options.
6. Cash is to be employed productively at all times, by investment in short term cash equivalents to provide safety, liquidity, and return.

Investment Management Policy

1. Preservation of Capital. Consistent with their respective investment styles and philosophies, Investment Managers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.
2. Risk Aversion. Understanding that risk is present in all types of securities and investment styles, the Executive Committee recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the Fund's objectives. However, the Investment Managers are to make reasonable efforts to control risk, and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.
3. Adherence to Investment Discipline. Investment Managers are expected to adhere to the investment management styles for which they were hired. Managers will be evaluated regularly for adherence to investment discipline.
4. Liquidity. The Fund will require the ability to deposit and withdraw funds on a continuous basis. Investment Managers therefore should make decisions that will maximize returns through short term investments, while understanding the need for liquidity.
5. Long Term Investments. A portion of the Fund's overall portfolio will be invested in long term growth mechanisms. This amount will be determined either as a percentage of the overall Fund or a fixed amount of the Fund by the Executive Committee on the advice of the Investment Managers.
6. Alternative Fund Sources. This Fund may receive funds from various sources which have their own specific investment policies in place. The sources of these funds may come from planned giving or estate planning, foundation sources or others. In these cases, this Investment Policy will be modified to reflect those conditions and subsequently guide Investment Managers in the handling of those specific funding mechanisms.

Investment Goals

In order to meet its needs, the School's investment objective emphasizes capital growth with some focus on income.

Specific Investment Goals

Over the investment horizon established in this statement, it is the goal of the aggregate Fund assets to exceed:

1. An absolute rate of return of 3-6%, including fixed income.

The investment goals above are the objectives of the aggregate Fund, and are not meant to be imposed on each investment account (if more than one account is used).

Definition of Risk

The Executive Committee realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the School's assets understands how it defines risk so that the assets are managed in a manner consistent with the Fund's objectives and investment strategy as designed in this statement of Investment Policy. The Executive Committee considers the tolerance for risk to be classified as medium. That is, comfortable with fluctuations in the portfolio, and the possibility of larger declines in value, in order to grow the portfolio over time. The School's risk/return trade-off is classified as moderate.

Asset Allocation

Based on the School's profile, the asset allocation will be 40% Equity, 60% Fixed Income. Additionally, the following guidelines shall be followed:

1. Investment in any one company shall be limited to no more than 5% of the total Fund.
2. No more than 25% of the Fund shall be invested in any one industry.
3. The School shall not control any more than 10% of the stock in any one company.
4. The maximum remaining maturity on each bond is limited to 30 years.
5. There shall be no direct investment in gold, other commodities, and collectibles.
6. There shall be no direct investment in real estate partnerships.

Guidelines for Fixed Income Investments and Cash Equivalents

The mutual funds selected have been evaluated by the Investment Management Consultant who conducted a screening process that includes both quantitative and qualitative criteria. Investment options are reviewed periodically to ensure that high-quality standards are maintained. The overall process seeks to ensure that the investment strategies implemented will be compatible with the School's return requirements and tolerance for risk.

Performance Review and Evaluation

Performance reports generated by the Investment Management Consultant shall be compiled at least quarterly and communicated to the Executive Committee for review. The investment performance of total portfolios, as well as asset class components, will be

measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this statement. The Executive Committee intends to evaluate the portfolio(s) over at least a three year period, but reserves the right to terminate an Investment Manager for any reason including the following:

1. Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.
2. Failure to adhere to any aspect of this statement of Investment Policy, including communication and reporting requirements.
3. Significant qualitative changes to the investment management organization.

Investment Managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

Investment Policy Review

To assure continued relevance of the guidelines, objectives, financial status and capital markets expectations as established in this statement of Investment Policy, the Executive Committee plans to review this investment policy at least annually.

Records

The School shall retain all records relating to investments in accordance with The School's Record Retention and Destruction Policy.

Article XVI

PUBLIC RECORDS POLICY

Purpose

The Public Records Policy (the "Records Policy") of the School, an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure the directors and officers honor the Internal Revenue Service and Ohio Attorney General requirements pertaining to disclosure and availability of required records.

Statement

Openness leads to a better informed citizenry, which leads to better government and better public policy. Consistent with the premise that government at all levels exists first and foremost to serve the interests of the people, it is the mission and intent of the School

to at all times fully comply with and abide by both the spirit and the letter of Ohio's Public Records Act and the Internal Revenue Service Taxpayer Bill of Rights II.

Internal Revenue Disclosure Requirements

1. The School must make available for public inspection its exemption application. An exemption application includes the Form 1023, together with supporting documents and any letter or document issued by the IRS concerning the application.
2. In addition, the School must make available for public inspection and copying its annual return (Form 990) including any schedules, attachments, or supporting documents that relate to the imposition of tax or the unrelated business income of the organization.
3. If applicable, the School must make available for public inspection and copying any Form 990-T (Exempt Organization Business Income Tax Return) filed after August 17, 2006.
4. The School is not required to disclose Schedule K-1 of Form 1065 or Schedule A of Form 990-BL.
5. Documents must be available for a three-year period beginning with the due date of the return (including any extension of time for filing).
6. In response to a written *or* in-person request by an individual at the principal office of the School, a copy of the covered tax documents must be provided to the requester. If the request for copies is made in person, the request will generally be honored on the day of the request; if the request is written, then the School has thirty days to respond. (A request that is faxed, e-mailed or sent by private courier is considered a written request.)
7. The School may charge reasonable copying costs and the actual cost of postage before providing the copies. The School can charge no more than the Internal Revenue Service charges for copying (the Freedom of Information Act provides a rate of 20 cents per page). The law permits this, but the School must provide timely notice of the approximate cost and acceptable form of payment within seven days of receipt of the request. Acceptable forms of payment must include cash and money order (in the case of an in-person request) and certified check, money order, and personal check or credit card, in the case of a written request.

Ohio Attorney General Disclosure Requirements

In addition to the public disclosure requirements set forth by the Internal Revenue Service, the Ohio Attorney General has set forth additional requirements which the School shall follow.

Defining Public Records

All records kept by the School are public unless they are exempt from disclosure under Ohio law. All public records must be organized and maintained in such a way that they can be made available for inspection and copying.

A record is defined to include the following: A document in any format – paper, electronic (including, but not limited to, business e-mail) – that is created, received by, or comes under the jurisdiction of the School that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the School.

Response Timeframe

Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. “Prompt” and “reasonable” take into account the volume of records requested; the proximity of the location where the records are stored; and the necessity for any legal review and redaction of the records requested.

It is the goal of the School that all requests for public records should be acknowledged in writing or, if possible, satisfied within 10 business days following the School’s receipt of the request.

Handling Requests

No specific language is required to make a request for public records. However, the requester must at least identify the records requested with sufficient clarity to allow the School to identify, retrieve, and review the records. If it is not clear what records are being sought, the School must contact the requester for clarification, and should assist the requester in revising the request by informing the requester of the manner in which the School keeps its public records.

The requester does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record. It is the School’s general policy that this information is not to be requested. However, the law does permit the School to ask for a written request, the requestor’s identity, and/or the intended use of the information requested, but only (1) if a written request or disclosure of identity or intended use would benefit the requestor by enhancing the School’s ability to identify, locate, or deliver the public records that have been requested; and (2) after telling the requestor that a written request is not required and that the requester may decline to reveal the requestor’s identity or intended use.

In processing the request, the School does not have an obligation to create new records or perform new analysis of existing information. An electronic record is deemed to exist so long as a computer is already programmed to produce the record through simple sorting, filtering, or querying. Although not required by law, the School may accommodate the requestor by generating new records when it makes sense and is practical under the circumstances.

In processing a request for inspection of a public record, a the School employee must accompany the requester during inspection to make certain original records are not taken

or altered.

A copy of the most recent edition of the Ohio Sunshine Laws manual is available via the Attorney General's internet website (www.ohioattorneygeneral.gov) for the purpose of keeping employees of the School and the public educated as to the School's obligations under the Ohio Public Records Act, Open Meetings Act, records retention laws and Personal Information Systems Act.

Electronic Records

Records in the form of e-mail, text messaging, and instant messaging, including those sent and received via a hand-held communications device (such as a Blackberry) are to be treated in the same fashion as records in other formats, such as paper or audiotape.

Public record content transmitted to or from private accounts or personal devices is subject to disclosure. All employees or representatives of the School are required to retain their e-mail records and other electronic records in accordance with applicable records retention schedules.

Denial or Redaction of Records

If the requester makes an ambiguous or overly broad request or has difficulty in making a request for public records, the request may be denied, but the denial must provide the requester an opportunity to revise the request by informing the requester of the manner in which records are maintained and accessed by the School.

Any denial of public records requested must include an explanation, including legal authority. If the initial request was made in writing, the explanation must also be in writing. If portions of a record are public and portions are exempt, the exempt portions may be redacted and the rest released. When making public records available for public inspection or copying, the School shall notify the requestor of any redaction or make the redaction plainly visible. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

Copying and Mailing Costs

Those seeking public records may be charged only the actual cost of making copies, not labor. The charge for paper copies is 10 cents per page. The charge for electronic files downloaded to a compact disc is \$5.00 per disc.

A requester may be required to pay in advance for costs involved in providing the copy. The requester may choose whether to have the record duplicated upon paper, upon the same medium in which the public record is kept, or upon any other medium on which the School determines that the record can reasonably be duplicated as an integral part of the School's normal operations.

If a requester asks that documents be mailed, he or she may be charged the actual cost of the postage and mailing supplies. There is no charge for documents e-mailed.

Managing Records

The School's records are subject to records retention schedules. The School's current schedules are available at the School, a location readily available to the public as required by §149.43(B)(2), Ohio Revised Code.

Article XVII

WHISTLEBLOWER POLICY

Section I

Purpose

The Code of Ethics (the "Code") of the School, an Ohio non-profit corporation and tax exempt organization, requires the directors, officers and staff members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As staff members and representatives of the School, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. It also is our responsibility to report violations of the Code in accordance with this Whistleblower Policy. No director, officer or staff member who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. The School has adopted this Whistleblower Policy to address the submission by directors, officers and staff members of complaints, concerns and suspected violations with respect to one or more of the following matters:

1. Questionable accounting, internal accounting controls and auditing matters.
2. Compliance with legal and regulatory requirements.
3. A violation or suspected violation of the School's Code of Ethics.
4. A retaliatory act against a director, officer or staff member who reports a suspected violation of any of the above matters.

Section II

Reporting Responsibility

It is the responsibility of all directors, officers and staff members to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy. Under this policy, it is a disciplinary issue for a staff member to know of ethical misconduct and stay silent.

Section III

No Retaliation

No director, officer or staff member who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. A staff member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable staff members and others to raise serious concerns within the School prior to seeking resolution outside the organization.

Section IV

Reporting Violations

The Code addresses the School's open door policy and suggests that staff members share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, a staff member's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the Code of Conduct to the Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the School's open door policy, individuals should contact the Compliance Officer directly.

Section V

Compliance Officer

The School's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at his/her discretion, shall advise the Executive Director and/or the audit committee. The Compliance Officer has direct access to the audit committee and is required to report to the audit committee at least annually on compliance activity. The School's Compliance Officer is the Superintendent, or his/her designee. If a director, officer or staff member thinks it is inappropriate to report a complaint, concern or suspected violation to the Compliance Officer, the complainant should report such matters to the President of the Board of Directors.

Section VI

Accounting and Auditing Matters

In the event that a reported concern of complaint involves corporate accounting practices, internal controls or auditing matters, the Compliance Officer shall immediately notify the audit committee of the complaint and work with the audit committee until the matter is resolved. The audit committee shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing matters.

Section VII

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly false will be viewed as a serious disciplinary offense.

Section VIII

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Section IX

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Section X

Acknowledgement and Distribution of Policy

As it is the intent of the School to strive for high ethical conduct from all directors, officers and staff. The Board of Directors is particularly sensitive to individuals who hold management and governance positions of trust and confidence in fulfilling the mission and goals of the School. These sensitive positions include all officers, members of the Board of Directors, the Executive Director and key senior staff members designated by the Executive Director. Therefore, each of the above staff will receive a copy of this Policy, and any subsequent updates, and will be requested to acknowledge and sign this Code by July 1st of each year. This acknowledgement will be kept on file in the personnel files of each staff member and in the board files for each board member.

Section XI

Records

The Compliance Officer shall retain for a period of at least seven (7) years, all records relating to any complaint, concern or suspected violation reported to him/her in accordance with this Whistleblower Policy.

Article XVIII

Employee Dismissal and Grievance Procedures

All employees of the School are and shall be at-will employees that may be terminated or whose contracts may be non-renewed for any reason, provided that the decision is not in violation of any applicable law. In the event the Building Leader or Superintendent intends to recommend the non-renewal of an employee's contract, s/he shall comply with applicable statutory and contractual non-renewal procedures. Any decision to terminate a staff member's employment contract shall be subject to review consistent with the grievance procedures.

DEFINITIONS

For purposes of this grievance procedure, the following definitions shall apply:

"Workplace safety" refers to any condition of employment or duty, responsibility, or environmental hazard that may reasonably be viewed to affect an employee's health or the health of other employees. Workplace safety matters expressly include workplace harassment, including sexual harassment. In the event that an employee believes the safety of the workplace is compromised by harassment, s/he must first make a complaint concerning the matter and follow the procedures outlined in the School's Harassment Policies. Grievance timelines associated with workplace harassment do not begin to run until completion of an investigation and final action on the complaint by the administration.

"Termination" does not include voluntary resignation or retirement.

"Employee discipline" refers to unpaid suspensions and written reprimands, but excludes performance conferences/evaluations, staff assignments, oral reprimands (unless a written record of the reprimand is placed in the employee's file).

"Grievance" shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance.

GRIEVANCE PROCEDURE

It is the policy of the School to treat all employees equitably and fairly in matters affecting their employment. Each employee of the School shall be provided an opportunity to understand and resolve matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees not covered by a collective bargaining. This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

All employee grievances must be filed, in written form, by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance.

A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Staff/Employee Handbook alleged to have been violated;
- G. the signature of the grievant and the date.

The following procedures shall be followed:

STEP 1- APPEAL TO SUPERINTENDENT

The employee may, within five (5) working days of the date of an employee dismissal, termination or non-renewal is issued, present his/her grievance in writing to the Superintendent. This grievance shall fully state the details of the problem and suggest a remedy. The Superintendent shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days.

STEP 2 – APPEAL TO BOARD GRIEVANCE/DUE PROCESS COMMITTEE

In the event the matter is not resolved to the employee's satisfaction by the Superintendent, the employee may, within five (5) working days of the date of the written decision of the Superintendent, request in writing that the matter be heard before the Board Grievance/Due Process Committee. The Chair of the Board Due Process/Grievance Committee shall conduct the hearing. The Chair of the Board Due Process/Grievance Committee may also appoint a second hearing officer or a panel of hearing officers from the current roster of School Board members, of which said panel must consist of less than a majority of the total members of the School Board. The Chair of the Board Due Process/Grievance Committee shall delegate to the Superintendent the responsibility to arrange for a venue and logistical implementation for such hearing to occur. Each grievance shall be heard by the Board Due Process/Grievance Committee and such hearings shall be private. The employee and the Superintendent may present witnesses, and each side may select one individual to attend the hearing as a

representative. Any employee representative selected shall be at no expense to the School. The Board Due Process/Grievance Committee may only consider the matter(s) as grieved and presented to him/her/them in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Board Due Process/Grievance Committee shall issue a written decision within ten (10) working days of the hearing of the grievance via U.S. Certified Mail.

STEP 3 – APPEAL TO THE BOARD

In the event that the employee is dissatisfied with the Board Due Process/Grievance Committee decision, s/he may, within ten (10) working days of receipt of the decision, appeal the grievance(s) in writing, to the full Board of Directors, of which a majority of the board shall hear the matter at its next regularly scheduled board meeting, unless postponed by mutual agreement. The Board shall, after discussion with appropriate personnel and after hearing the grievance from the employee in an Executive Session, make a decision by majority vote, which shall be final. The grievant shall be notified, in writing, of the final decision within ten (10) working days, via US Certified Mail. This procedure constitutes the exclusive process for the redress of any employee grievances.

However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with school administration, and employees are encouraged to do so.

Time limits contained in this grievance procedure outlined above may be extended by the written mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the School.

Article XIX **Amendment of Bylaws**

Section 1. AMENDMENT

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of the articles of incorporation, may be altered, amended, or repealed and new bylaws adopted by approval of the board of directors.

Article XIX

Construction and Terms

If there is any conflict between the provisions of these bylaws and the article of incorporation of this corporation, the provisions of the articles of incorporation shall govern.

Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

All references in these bylaws to the article of incorporation shall be to the articles of incorporation, articles of organization, certification of incorporation, organizational charter, corporate, charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

[End of Document]

ADOPTION OF BYLAWS

We, the undersigned, are all of the Board of Directors of this corporation, and we consent to, and hereby do, adopt the foregoing amendment bylaws, in its entirety, consisting of ~~42~~ preceding pages, as the bylaws of this corporation.

Dated: 3-24-17

Dede Hunt

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT
2017-18 SCHOOL YEAR**

I, **Name**, a member of the Governing Authority of **School Name**, hereby do attest to the following:

1. _____ I am not aware of any immediate relatives or business associates employed by St. Aloysius Orphanage, the School's sponsor, or Charter School Specialists, the Sponsor's designee, at present or within the past three years.
2. _____ I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. _____ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with Accel Schools Ohio, the School's operator, at present or within the past three years.
4. _____ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and Charter School Specialists, as the sponsor's designee, of any change that may create a conflict of interest or an appearance of a conflict of interest.

Date

Signature

Board of Directors

2017-2018 South Columbus Preparatory Academy

Dedra Hurst	President	1532 Cardiff Road, Columbus, OH 43221 dedrahurst@gmail.com H: (614) 481-7719 C: (614) 937-5789
Lisa Henningsen	Vice President	2064 Fairfax Road, Upper Arlington, OH 43221 geoclimb@aol.com 614-404-5058
Cassandra Jenkins	Treasurer	4457 Knoll Crest Drive, Grove City, OH 43123 mrscassiejenkins@yahoo.com 614-537-0459
Scott Pullins	Secretary	110 East Gambier Street, Mount Vernon, Ohio 43050 scott@pullinsgroup.com 740-392-3505
Sean Herod	Board Member	5977 Myrick Road Dublin, Ohio 43016 slherod@columbus.rr.com 614-319-3300

Accounting Policies and Procedures

Description of Internal Control Procedures

Fiscal Management Overview

Accel Schools strives to reflect sound economic and accounting policies in the operation of its schools. The school believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the school will follow.

Fiscal Management Procedures

As described more fully later on in this application, the management organization will manage the day-to-day operations of the school, including facilities management, equipment, purchasing, technology, operational support services, human resources and training, grant management and financial reporting and compliance. As a result, the accounting policies and procedures defined herein are applicable to the management organization and/or the Governing Authority as specified.

I. PAYROLL

The management organization's Human Resources Department is responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels.

All approved employment contracts by the management organization and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid over 26 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the administrative staff working at the school to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The administrative staff is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from the employee's pay.

All insurances and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The management organization is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when the Administrator at the school or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the

Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor.

When required or appropriate, the school will follow and meet all of the requirements of the procurement laws as dictated in the Ohio Revised Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices for purchases in connection with the day-to-day operation of the school are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

Governing Authority

All vendor invoices for purchases in connection with the Governing Authority's operational expenses are received and retained by the Governing Authority's fiscal officer.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the fiscal officer. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the fiscal officer approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the fiscal officer and presented to the Board President and Board Treasurer for a final review. Once approved, the check is then authorized for release.

V. TRAVEL

Employees working at the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Finance Department) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and their immediate supervisor.

All employees are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Accounts Payable group for processing.

Governing Authority

Governing Authority members of the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Fiscal Officer) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and approved by the Board President and Board Treasurer.

Governing Authority members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

VI. CASH RECEIPTS

All monies received directly by the school are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund, receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Fiscal Officer and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Fiscal Officer.

The majority of cash collections will be received electronically by the school's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

VII.Accounts Receivable

To the extent required, the Finance Department will generate invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Controller and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Controller. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

Governing Authority

To the extent required, the Fiscal Officer will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Fiscal Officer will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Fiscal Officer. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

VIII. INVESTMENTS

The school will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

Note: Initially, the school will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more diverse investment strategy, a board-approved Investment Policy will be put in place to specifically address the types of instruments the school will be invested in as permitted by law.

IX. FIXED ASSETS

The school will follow a policy of capitalizing individual assets costing greater than \$5,000.

The school through the direction of the management organization's Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database.

At least annually, a physical inventory of the school will be performed by the management organization's Finance Department.

All requests for removal of surplus property, deletions and discards must be approved by the Governing Authority. All requests must be processed through the management organization's Finance Department. In no case should equipment be removed or discarded without prior authorization from the Governing Authority.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Governing authority.

Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the school's governing board and then forwarded to the State Department of Education for approval.

Final approved budgets are returned to the Controller and are made part of the school's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Fiscal Officer will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Changes in Net Assets (Income Statement) Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents will be presented to the Governing Authority at the regularly scheduled meetings for approval.

Internal Control Policies and Procedures

The school has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the school will follow in the performance of its fiscal management procedures, an internal control checklist has been provided.

Aside and apart from the major transaction cycles described in the checklist, the school also has internal control procedures in place to address the following two areas:

AUDIT

The school will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the school, whether internal controls over financial reporting have been properly designed and implemented, and whether the school has complied with all applicable laws and regulations.

BUDGET

The school will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Governing Authority and Controller. The final decision making authority with regard to budget issues rests with the Governing Authority with input from the Controller.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Governing Authority for approval. Once approved, the change is recorded in the budget and the financial records of the school by the Controller. A revised budget is then issued and becomes the operating budget for the school.

At each regular meeting of the Governing Authority and upon close of each fiscal year, the Controller determines the actual results as compared to budget and presents the results to the Governing Authority.

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 - a. Daily reports
 - b. Monthly financial statements
 - c. Comparison of actual results with budget
 - d. Cash and other projections
4. Does the owner/Governing Authority take an active interest in the financial affairs and reports available?
5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Are there any separation of duties?

12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
 - a. Reviewed by owner/director?
 - b. Mailed to all accounts?
 - c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?

6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are pre-numbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by pre-numbered checks?
6. Is the owner/director's signature required on all checks?
 - a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 - b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?
 - a. Prices, discounts, sales tax
 - b. Extensions and footings
 - c. Receipt of goods or services
 - d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 - a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income from investments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

1. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
2. Is the owner/Governing Authority acquainted with assets owned, and is approval required for sale or acquisition?
3. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?

Is there a policy distinguishing capital and expense items?

**ASSIGNMENT AND ASSUMPTION
OF
MANAGEMENT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENT (this “**Assignment**”) is made as of May 23, 2024, by and between ACCEL SCHOOLS OHIO LLC, a Delaware limited liability company (“**Assignor**”), and ACCEL SCHOOLS COLUMBUS FB LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS:

WHEREAS, Assignor serves a manager for South Columbus Preparatory Academy at German Village, an Ohio nonprofit corporation (the “**School**”), pursuant to that certain Management Agreement, dated as of May 11, 2017, by and between Assignor and the School (the “**Agreement**”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, Assignor’s entire right, title, obligations, and interest in and to the Agreement;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor does hereby transfer, assign, and convey to Assignee Assignor’s entire right, title, obligations, and interest in and to the Agreement, and Assignee hereby accepts the same.
2. **Assumption.** By virtue of its acceptance and its execution of this Assignment, Assignee hereby assumes, covenants, and agrees to perform all of the terms, covenants, and obligations of the Agreement required to be performed on the part of the Assignor therein.
3. **Successors and Assigns.** All covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of the Assignor and Assignee, and their respective heirs, legal representatives, successors, and assigns.
4. **Modifications.** This Assignment may not be modified, altered, or amended, or its terms waived, except by an instrument in writing signed by the parties hereto.

[Signatures on following page.]

IN WITNESS WHEREOF, this Assignment has been executed by the parties effective as of the date first written above.

ASSIGNOR:

ACCEL SCHOOLS OHIO LLC,
a Delaware limited liability company

By: Ronald J. Packard
Name: Ronald J. Packard
Title: Chief Executive Officer

ASSIGNEE:

ACCEL SCHOOLS COLUMBUS FB LLC,
a Delaware limited liability company

By: Ronald J. Packard
Name: Ronald J. Packard
Title: Chief Executive Officer

CERTIFICATION OF RESOLUTION
REASSIGNMENT OF MANAGEMENT
AGREEMENT WITH ACCEL SCHOOLS COLUMBUS FB LLC

South Columbus Preparatory Academy at German Village
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of South Columbus Preparatory Academy at German Village (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the South Columbus Preparatory Academy at German Village Board of Directors accepts the notification of Reassignment of the Management Agreement to Accel Schools Columbus FB LLC as permitted under the Management Agreement. The letter notifying the Board of the reassignment is attached as Exhibit A hereto and incorporated herein as if restated in its entirety.

IT IS FURTHER RESOLVED that the Board Chair is authorized and directed to execute any and all forms, and/or documents required in connection or by reason of this resolution.

APPROVAL AND ADOPTION

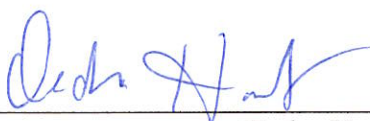
Motion to approve the Reassignment of Management Agreement (without / with) amendment(s)

Made by Dyer

Seconded by Simonis

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(Not Present, Abstain, etc.)</i>
Kelly Dyer	✓		
Sean Herod	✓		
Scott Pullins	✓		
Heather Simonis	✓		
Dedra Hurst, Chair	✓		

Executed and adopted by a vote of the Board on this 2 day of July, 2024.



Dedra Hurst, Chair
South Columbus Preparatory Academy at German Village



May 23, 2024

VIA EMAIL

South Columbus Prep @ German Village
387 E. Beck St.
Columbus, OH 43206

Re: Assignment of Management Agreement to an ACCEL Affiliate

Dear Board of Directors,

This letter is to inform you that as permitted under the "Management Agreement" between South Columbus Prep @ German Village and Accel Schools Ohio LLC ("ACCEL"), ACCEL has assigned the Management Agreement to Accel Schools Columbus FB LLC which is a sister/affiliate company of Accel Schools Ohio LLC under common ownership by Accel Schools LLC.

The reason for this assignment is that ACCEL has made substantial commitments to community schools in Ohio which resulted in expansion throughout the state so we are now grouping our managed school contracts according to commonalities such as geography.

Please rest assured that this assignment will have no effect on the services that ACCEL currently provides to South Columbus Prep @ German Village. The ACCEL team that supports the school and the information related to Accel Schools Columbus FB LLC will be exactly the same as before, only the contracting party under the Management Agreement will be different.

If you have any questions or concerns, your board's attorney may contact me at 703-206-6227.

Sincerely,

A handwritten signature in black ink that reads "Christopher R. Ryan". The signature is written in a cursive, flowing style.

Christopher R. Ryan
General Counsel

cc: Brittany Tackett, Principal
Jarod Hawk, RVP, ACCEL
Dave Cash, Charter School Specialists
David Massa, Massa Solutions
Jamie Callender, The Callender Group

CERTIFICATION OF RESOLUTION
AMENDMENT TO THE MANAGEMENT AGREEMENT WITH
ACCEL SCHOOLS OHIO LLC

South Columbus Preparatory Academy at German Village
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of South Columbus Preparatory Academy at German Village (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the South Columbus Preparatory Academy at German Village Board of Directors adopts the Management Agreement with ACCEL SCHOOLS OHIO LLC. The Management Agreement is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

IT IS FURTHER RESOLVED that the Board Chair is authorized and directed to execute any and all forms, and/or documents required in connection or by reason of this resolution.

APPROVAL AND ADOPTION


Motion to approve and adopt the Management Agreement with ACCEL SCHOOLS OHIO LLC (without/with) amendment

with) amendments, made by Heather Simonis.

seconded by Kelly Dyer.

Board Member Name	AYE	NAY	OTHER <i>(Not Present, Abstain, etc.)</i>
Kelly Dyer	✓		
Sean Herod	✓		
Scott Pullins	✓		
Heather Simonis	✓		
Dedra Hurst, Chair	✓		

Executed and adopted by a vote of the Board on this 10 day of May, 2022.


Dedra Hurst (May 11, 2022 10:41 EDT)

Dedra Hurst, *Chair*
South Columbus Preparatory Academy at German Village

**FIRST AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN**

ACCEL SCHOOLS OHIO LLC AND SOUTH COLUMBUS PREPARATORY ACADEMY

THIS AMENDMENT TO MANAGEMENT AGREEMENT (the "**Amendment**") between Accel Schools Ohio LLC ("**Manager**"), a Delaware limited liability company and South Columbus Preparatory Academy at German Village (the "**Academy**"), a non-profit Ohio corporation and public community school is dated May 10, 2022.

WITNESSETH:

WHEREAS, Manager and the Academy, then named South Columbus Preparatory Academy, entered into a Management Agreement dated May 11, 2017 (the "**Agreement**");

WHEREAS, the Academy thereafter changed its name to South Columbus Preparatory Academy at German Village;

WHEREAS, Manager moved; and

WHEREAS, the Parties desire to amend the Agreement to reflect the Academy's current name and Manager's new address.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Agreement shall be amended as described herein.

1. Academy Name Change. The name of the Academy in the opening paragraph of the Agreement, section 12.06 of the Agreement regarding notice information, and the signature block of the Agreement shall be changed from South Columbus Preparatory Academy to South Columbus Preparatory Academy at German Village.

2. Manager's Notice Information. Section 12.06 of the Agreement, "Official Notices" shall be modified by deleting the current notice information for Manager and replacing it with the following:

To:

Accel Schools Ohio LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

With a copy to:

Accel Schools LLC
Attn: General Counsel
1750 Tysons Boulevard Suite 1300
McLean, VA 22102

And : legal@pansophiclearning.com


3. All other terms and conditions of the Agreement not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall

have the meanings attributed to them in the Agreement unless specifically otherwise defined herein.

IN WITNESS WHEREOF, the parties have executed this Amendment by and through their duly authorized officers as of the date first written above.

By and on behalf of
ACCEL SCHOOLS OHIO LLC

By and on behalf of
SOUTH COLUMBUS PREPARATORY
ACADEMY AT GERMAN VILLAGE

DocuSigned by:

2CC4B9E0F900481...

By: 
Dedra Hurst (May 11, 2022 10:41 EDT)

Print Name: Ronald Packard

Print Name: Dedra Hurst

Title: CEO

Title: Chair

MANAGEMENT AGREEMENT

This Management Agreement (the "**Agreement**") is entered into as of the 11th day of May 2017 by and between Accel Schools Ohio LLC, a Delaware limited liability company ("**Operator**"), and South Columbus Preparatory Academy (the "**Academy**"), a non-profit Ohio corporation and public community school.

RECITALS

A. The Academy is sponsored and authorized by St. Aloysius (the "**Sponsor**") to govern a public community school under Chapter 3314 of the Revised Code of the State of Ohio (as such provision may be amended from time to time, the "**Code**").

B. The Operator was established, among other things, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the Academy.

C. The Academy and the Operator (collectively, the "**Parties**") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the Academy based on an agreed upon school design, comprehensive educational program and management principles.

THEREFORE, the Parties mutually agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.01 Educational Services.

- (a) For the Term (as defined in ARTICLE II below), Operator will provide to the Academy and its students the following educational services (the "**Educational Services**"):
 - (i) Curriculum. Operator agrees to implement the educational goals and programs set forth in the Charter (the "**Educational Program**"). In the event that Operator determines it is necessary to modify the Educational Program, Operator shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter, approval of the Sponsor.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School and the rest of the Academy's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below;
 - (iii) Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, curriculum, software and multi-media teaching tools;
 - (iv) Extra-Curricular and Co-Curricular Programs. The oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below); and
 - (v) Additional Educational Services. Any other services required by the Sponsor, the State of Ohio Department of Education and such other services as are necessary or expedient for the provision of teaching and learning at the Academy as agreed to from time to time between Operator and the Academy.

- (b) The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the Academy as adopted by the Board of Directors of the Academy (the "**Board**") and as provided for in the Charter, as the same may be amended.
- (c) Subject to this Agreement, the Charter, and the Sponsor, Operator may modify the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Board required by the Charter or the Sponsor.
- (d) Operator will be responsible and accountable to the Board for the provision of the Educational Services, provided, that such obligations, duties and responsibilities are limited by the Academy Budget established pursuant to Section 1.02(a)(vii) below, and Operator will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget.

1.02 Administrative Services.

- (a) For the Term (as defined in ARTICLE II below), Operator will provide to the Academy the following administrative services (the "**Administrative Services**"):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
 - (ii) Facility Operation and Maintenance. Coordinate the operation and maintenance of the Academy's facility located at 3220 Groveport Road, Columbus, Ohio 43207 or such other location mutually agreed upon by the Parties (the "**Facility**") to the extent consistent with any and all leases or other documents pertaining to the Facility (the "**Lease**"). The Academy is leasing the current Facility from GSP Groveport Road LLC, which is an Operator affiliated real estate holding. The Facility shall only be used to carry out the terms and conditions of the Charter and or educational purposes not inconsistent with the Charter. The Board and Operator shall consult with one another before the Board purchases, leases or modifies the Facility. In connection with its duty to administer and operate the Academy, Operator, on behalf of the Board agrees to operate in compliance with the Lease and to immediately notify the Board, in the event that Operator acts or fails to act in any manner which would result in a breach or default by the Board under the terms of the Lease.
 - (iii) Business Administration. Administration of all business operations of the Academy is subject to the direction of the Board.
 - (iv) Payroll. Operator will manage the Academy's payroll. Operator will be responsible for all data input.
 - (v) Transportation and Food Services. Coordination with entities with which the Academy contracts for the provision of transportation and food services for the students enrolled at the Academy, management and assessment of the services provided under such contracts, and supervision of employees involved providing such services, all as required by the Board.
 - (vi) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld.
 - (vii) Budgeting and Financial Reporting.

- (A) A proposed annual budget (the "**Budget**") will be prepared by Operator in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the Board. The Board shall notify Operator in writing that it approves or disapproves the annual Budget within thirty (30) days of submission by Operator. If the Board provides written notification to Operator within thirty (30) days that it does not approve the annual Budget as submitted, the Board shall identify specific reasons therefore. In such event, Operator shall work with the Board to revise the annual Budget, which revisions shall be subject to Board approval pursuant to the procedure set forth in this paragraph. Operator shall continue to operate the Academy from the revenues available without an annual Budget and continue to fulfill its obligations under this Agreement, the Charter and applicable law. The annual Budget may be amended from time to time as deemed necessary by Operator and the Board, including without limitation in the event actual enrollment materially varies from projected enrollment for the fiscal year. Each such amendment shall be submitted by Operator and approved by the Board pursuant to the procedure set forth in this paragraph. The projected annual budget shall contain at a minimum the same revenue and expense line items required to comply with Auditor of State Bulletin 2004-009, and other reasonable detail as determined by Operator and the Board. The Budget shall typically include projected expenses and costs reasonably associated with operating the Academy and the Operator school design including, but not limited to: Board expenses; the projected cost of services and education programs provided to the Academy; leasehold and other lease or purchase costs incurred for the Facility; maintenance and repairs to the Facility and capital improvements; personnel salaries and benefits expenses; payroll processing expenses; supplies and furnishings necessary to operate the Academy; all taxes of any kind that are assessed or imposed; insurance premiums and deductible payments; utilities; transportation expenses; food service expenses; professional fees; general and administrative expenses including costs of audits in connection with this Agreement; financial service supervision; Management Fee; promissory note payments; and other costs and expenses connected to operating the Academy.
- (B) The monthly preparation of a budget to actual comparison of revenues and expenditures and detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by Operator, prepared in conformity with the Charter, Ohio law and any rules and regulations for the Auditor of State's office, whether incurred on-site or off site.
- (C) The preparation of other financial statements as required by and in compliance with the Charter, the Code and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the Academy's financial statements. The cost for preparation of the financial statements will be the responsibility of Operator. The cost of the audit will be the responsibility of the Academy, and will be provided for in the budget.
- (D) The preparation of such other reports on the finances and operation of the Academy as requested or required by the Ohio Department of Education (the "**Department of Education**"), the Board or the Sponsor to ensure compliance with the terms of the Charter. Monthly un-audited financial statements will be prepared by the tenth (10th) business day of the month. Year-end un-audited financial statements will be provided within forty-five (45) days of the end of the fiscal year.
- (E) Other information on a periodic basis or requested with reasonable notice as may be reasonably necessary to enable the Board to monitor Operator's performance under this and related agreements including the effectiveness and efficiency of its operations at the Academy.

- (F) The preparation and timely filing of any and all required tax returns or informational reporting on behalf of the Academy.
 - (G) The cost for preparation of the financial statements and provision of a designated fiscal officer will be the responsibility of Operator subject to Board approval. If due to a change in law Operator is no longer permitted to provide or pay for the services of the fiscal officer, the Board shall be permitted to hire its own fiscal officer subject to Operator approval.
- (viii) Academy's Right to Audit. The Academy reserves the right to conduct or to appoint others to conduct examinations, at the Academy's expense, of the books and records maintained for the Academy by Operator.
- (ix) Maintenance of Financial and Student Records.
- (A) Operator will maintain accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by Operator and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the Academy financial records retained by Operator pertaining to the Academy will be available to the Academy, the Sponsor, the Auditor of State or the Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days.
 - (B) Operator will maintain accurate student records pertaining to the students enrolled at the Academy as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional Academy student records prepared by or in the possession of Operator, and retain such records permanently on behalf of the Academy, until this Agreement or its successor (if any) is terminated, at which time such records will be delivered to the Academy who shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the Academy). Operator and the Academy will maintain the proper confidentiality of such records as required by law and the Charter.
 - (C) Operator will maintain accurate employment, business and other records pertaining to the operation of the Academy as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional Academy employment, business and other records prepared by or in the possession of Operator, and retain such records permanently on behalf of the Academy until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the Academy, who shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the Academy). Operator and the Academy will maintain the proper confidentiality of such records as required by law and the Charter.
 - (D) The Board shall be entitled at any time upon reasonable notice to Operator to audit the books and records of Operator pertaining to its operation of the Academy pursuant to this Agreement (including, without limitation, the financial records relating thereto). If the audit is completed by an independent auditor and reveals that Operator is not maintaining financial records of the Academy's operations that are materially accurate, the Academy shall have the right to hire its own fiscal officer, subject to Operator consent.
 - (E) The financial, educational and student records pertaining to the Academy are the property of the Board, and such records are subject to the applicable provisions of state law. All Academy records shall be physically or electronically available, upon request, at the

Academy. Except as prohibited under the Charter and applicable law, the Sponsor and the public shall, upon reasonable request, have access to the records of the Academy.

- (x) Admissions. Implementation of the Academy's admission policy in accordance with the Charter, the Code and applicable laws and regulations;
 - (xi) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the Board, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Academy's duties and obligations under the Code and other applicable laws and regulations;
 - (xii) Academic Progress Reports. Operator will provide to the Board on a periodic basis as necessary or appropriate for the Board to satisfy its obligations under the Charter, the Code and other applicable laws and regulations, a report detailing (A) the Academy's students' academic performance, and (B) Operator's performance against mutually acceptable criteria of the Educational Services and Administrative Services and (C) such other reports reasonably requested by the Board;
 - (xiii) Rules and Procedures. Operator will recommend rules, regulations and procedures applicable to the Academy and its students and will enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter, the Code and other applicable laws and regulations;
 - (xiv) Parent Satisfaction Forms. Operator will provide to the Board copies of Parent Satisfaction Forms to be completed by parents of Academy Students, with copies or summaries thereof promptly provided to the Academy on an annual basis;
 - (xv) Student Recruitment. Operator shall be responsible for the recruitment of students subject to agreement on general recruitment and admission policies to the extent as budgeted for in the annual budget or as otherwise approved by the Board. Students shall be selected in compliance with the procedures set forth in the Charter and state and federal laws;
 - (xvi) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the Academy as agreed to from time to time by Operator and the Board.
- (b) The Administrative Services will be provided in a manner consistent with the Educational Program, the Code, the Charter, and local, state and federal laws and applicable regulations and policies.
 - (c) Subject to this Agreement, the Charter, the Code, and other applicable laws and regulations, Operator may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Operator supplies the Board with written notice of such modifications.
 - (d) Operator will be responsible and accountable to the Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.02(a)(vii) above, and Operator will not be required to expend funds on such services in excess of the amounts set forth in such Budget.
- 1.03 Place of Performance; Provision of Offices. The Academy will provide Operator with necessary and reasonable classroom and office space at the Facility to perform all services described in this Agreement. Operator will provide instructional, extra-curricular and co-curricular programs at the Facility. Operator may provide other services elsewhere, unless prohibited by the Charter, the Code and other applicable laws and regulations.

- 1.04 Authority. By this Agreement, the Academy provides Operator such authority and power as is necessary and proper for Operator to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code, and any other applicable laws and regulations.

ARTICLE II. TERM

- 2.01 Term. This Agreement will become effective on May 11th, 2017 (the "*Effective Date*"), with the term of the Agreement to commence on July 1, 2017 (the "*Start Date*") and shall continue thereafter through June 30, 2022 unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. The time period from the Start Date through June 30, 2022 shall be referred to herein as the "*Initial Term*." In the event the Sponsor and/or the Sponsor Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsor Contract, these terms and conditions and Applicable Law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.
- 2.02 Renewal. On the third anniversary of the Start Date, and thereafter each five (5) years (the "*Renewal Date*"), this Agreement will automatically extend for successive additional periods of five (5) year(s) or consistent with the length of the renewal term from the Sponsor) (each such period a "*Renewal Term*"), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the "*Term*."

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.01 Status of the Parties. Operator is not a division or any part of the Academy. The Academy is a separate and distinct corporation authorized under the Code and is not a division or a part of Operator. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the Academy and Operator or to make one the agent or fiduciary of the other. Neither the Academy nor Operator will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the Academy nor Operator has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Operator will be considered an employee of the Academy by either party for any purpose whatsoever.
- 3.02 Operator Attendance at Board Meetings. Operator shall receive notice from the Board of any regular, special, or executive session meeting of the Board.
- 3.03 No Related Parties or Common Control. Operator will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Board shall not include any director, officer or employee of Operator. None of the voting power of the Board will be vested in Operator or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board of Directors or Shareholders of Operator will be vested in the Academy or its

directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the Academy and Operator will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "**Internal Revenue Code**"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.04 Other Schools. The parties acknowledge that this arrangement is not exclusive and that Operator will have the right to render similar services to other persons or entities including other public or private schools or institutions ("**Other Schools**"). Operator will maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and Other Schools and only charge the Academy for expenses incurred or consideration earned on behalf of the Academy. All grants or donations received by the Academy, or by Operator for the specific benefit of the Academy, will be maintained in separate accounts and used solely for the Academy. If Operator incurs authorized reimbursable expenses on behalf of the Academy and Other Schools which are incapable of precise allocation between the Academy and Other Schools, then Operator will allocate such expenses among all such Other Schools and the Academy on a *pro rata* basis based upon the number of students enrolled at the Academy and the Other Schools, or upon such other equitable basis as it shall elect.

ARTICLE IV. CONSIDERATION

4.01 Compensation for Services.

- (a) For the term of this Agreement, including each and every Renewal Term, the Board will pay Operator an annual fee of (i) thirteen and one-half percent (13.5%) of the state and local school funds (the "**State Aid**") that the Academy receives, directly or indirectly, pursuant to the Code, for the particular students enrolled in the Academy (the "**State Allocation**"), plus (ii) subject to federal law and regulations, an amount equal to the applicable Indirect Cost Rate as determined in accordance with the regulations of the Department of Education, provided such rate shall not exceed thirteen and one-half percent (13.5%), multiplied by the funds (the "**Federal Funds**") that the Academy receives, directly or indirectly, from the federal government, exclusive of Free and Reduced Lunch Revenues, Title II and Title VI- IDEA Part B revenues (the "**Federal Allocation**") (the Federal Allocation together with the State Allocation, the "**Management Fee**"). Neither the State Allocation nor Federal Allocation shall include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("**Non-Qualified Gross Revenue**"), which shall be retained entirely by the Academy. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the parties.
- (b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. Operator's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy. In the event that Operator's Management Fee is determined to be an excess benefit transaction under the Internal Revenue Code, the parties agree that this Section 4.01 shall be deemed to be amended to avoid designation as an excess benefit transaction and Operator agrees to reimburse the Academy for any liability, costs or expenses associated with such determination.

- (c) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

4.02 Payment of Costs. In addition to the Management Fee described in Section 4.01 above, the Academy will reimburse Operator for all costs incurred and paid by Operator in providing the Educational Services and Administrative Services, provided such costs are within the limits of the approved Budget. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease or Facility lease that the parties may enter into), facility maintenance and utility costs, salaries of Operator employees or subcontractors assigned to the staff of the Academy, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Except as may be provided in any equipment lease or Facility lease, in charging for such costs to the Academy and paying for such costs, Operator will not charge an added fee unless such fee is approved in advance by the Board.

4.03 Time and Priority of Payments.

- (a) Operator will receive its Management Fee in the same number of installments and in the same proportion that the Academy receives its revenues. Each installment of the Management Fee will be due and payable within ten (10) business days of receipt by the Academy of the revenues related thereto, and shall be payable without any further notice or invoice from Operator.
- (b) Operator will notify the Academy of any payments due and owing to Operator pursuant to Section 4.02 above as soon as possible after the end of each month and the Academy will make such payments to Operator within fifteen (15) days thereafter.
- (c) The Academy will satisfy its payment obligations under this Article to Operator in the following order of priority: (i) payments due and owing under Section 4.02 above for salaries and benefits of Operator employees or subcontractors assigned to the staff of the Academy; (ii) all other payments due and owing under Section 4.02 above, with the oldest amounts due first; and (iii) payments due and owing pursuant to Section 4.01 above with the oldest amounts due first.
- (d) Operator shall pay the costs of operating the Academy in the following order of priority: (i) salaries and benefits and advances for salaries and benefits (ii) Facility payment and other costs due pursuant to the Lease; (iii) Sponsor fees; (iv) insurance; (v) third-party vendors; (vi) debt to the Operator, through notes or advances; (vii) the Management Fee; and (viii) the Incentive Pay (as defined below).

4.04 Other Revenue Sources.

- (a) The Academy and Operator may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and Charter of the Academy, in the name of the Academy; provided, however, that any solicitation of such grants by Operator in the name of the Academy or which identifies the Academy shall be subject to the prior approval of the Academy. The Academy may also receive funds from other sources and programs, including without limitation any before and after school programs and food sales.
- (b) All funds received by the Academy or by Operator for the benefit of the Academy from such other revenue sources pursuant to this Section 4.04 will be deemed Academy funds.

Operator shall receive no compensation from the Academy upon receipt or expenditure of such funds, and shall have no responsibility for management of the programs funded by such funds, unless the parties shall expressly agree otherwise, and then only to the extent allowable by the donor or grantor of such funds.

4.05 Interest Rate and Fee Carryovers.

(a) Unpaid Management Fees and loans to the Academy, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate ("**LIBOR**"), plus four percent (4%) for the time overdue.

(b) There will be no limits to what indebtedness or fees owed to Operator may be carried over from year to year unless expressly provided otherwise in this Agreement.

4.06 Incentive Pay. If the Board has no debt to the Operator and is able to timely pay the Management Fee, the Board may, at its sole discretion, agree to pay to the Operator an incentive as a result of the Academy meeting the Incentive Goals identified in Appendix A attached hereto and in the Charter (the "**Incentive Pay**").

ARTICLE V. SUPPLEMENTAL PROGRAMS

5.01 Supplemental Programs. In addition to the Educational Services and Administrative Services provided by Operator to the Academy, Operator may, subject to Board approval (which approval shall not be unreasonably withheld), provide additional services, including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the Academy (the "**Supplemental Programs**"), provided that nothing herein shall require Operator to provide any such Supplemental Programs. Operator may retain the full amount of any and all revenues collected from or for such Supplemental Programs; and Operator will be responsible for the full cost of providing such Supplemental Programs. The Board will permit Operator to operate such Supplemental Programs at the Facility without charge to Operator; provided, however, that Operator shall provide to the Academy a fee equal to twelve and one-half percent (12.5%) of the profits (if any) derived by Operator from such Supplemental Programs.

5.02 Operator shall prepare detailed statements on a monthly basis of all revenues received, from whatever source, with respect to the Supplemental Programs, and detailed statements of all expenses, including an accounting of all expenditures for services rendered, whether incurred on-site or off-site.

5.03 Operator will indemnify, defend and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any Supplemental Program. In addition, Operator will reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. This indemnification provision shall survive the termination or expiration of the Agreement.

ARTICLE VI. PERSONNEL AND TRAINING

6.01 Personnel Responsibility.

- (a) Subject to Sections 1.01 and 1.02 above, the Charter, the Code and other applicable laws and regulations, Operator will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.
 - (b) Except as specified in this Agreement or as required by the Code or the Charter, the Head of School ("**HOS**"), teachers and support staff recommended by Operator pursuant to this Agreement will be employees or subcontractors of Operator. Operator will be responsible for conducting reference, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required under the Code and other applicable laws and regulations as if the employees and subcontractors were employed by an Academy. Upon request, Operator will provide the Academy documentary evidence of such background checks. Operator will share on a confidential basis with the Board of Directors its performance reviews and assessment of the HOS.
- 6.02 HOS. The HOS will be an employee of Operator and Operator will determine the employment terms of the HOS. Operator will have the authority, consistent with the Code and other applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the Academy.
- 6.03 Teachers. Operator will provide to the Academy such teachers as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Operator, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the Academy on a full or part time basis. Each teacher assigned to the Academy will be qualified in his or her grade levels and subjects, and, to the extent required under the Code and other applicable laws and regulations, hold a valid teaching certificate issued by the Department of Education. Further, to the extent required under the Code and other applicable laws and regulations such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the Academy. Upon request, Operator shall provide the Academy with documentary evidence of its compliance with this Section 6.03. Operator shall keep the Academy informed of all teaching staff related actions and decisions on a regular basis..
- 6.04 Support Staff. Operator will provide the Academy with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff, and administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the Academy on a full or part time basis.
- 6.05 Training. Operator will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the Academy's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Operator determines to be reasonable and necessary under the circumstances.
- 6.06 Non-Solicitation/Non-Hiring. Each party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed to by the parties in writing, one party may not directly or indirectly

solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any consultant or employees of the other party or their related companies if that consultant or employee or former consultant or employee had been assigned to or worked under this Agreement.

(a) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The Academy acknowledges and agrees that no advances or past uncollected fees shall be issued by Operator to cover any penalty, damages or other relief owed by the Academy upon a violation of this provision.

(b) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be considered direct or indirect solicitation of an employee of the other party; however, such party shall continue to be precluded from engaging or otherwise using a party's employee, former employee or consultant provided for in this Section 6.06.

ARTICLE VII. TERMINATION OF AGREEMENT

7.01 Termination

- (a) By Operator. Operator may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Academy fails to remedy a material breach within thirty (30) days after written notice from Operator. A material breach includes, but is not limited to: (i) the Academy's failure to pay any fee or reimbursement as required by the terms of this Agreement; or (ii) an act or omission that causes Operator to be unable to perform its material obligations under this Agreement. Operator may also terminate this Agreement effective immediately upon written notice to the Academy in the event that the Academy adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined to Operator to increase materially the financial risk to Operator arising from its performance of its obligations hereunder, thus rendering Operator's performance economically unviable. In the event the Academy adopts such an adverse policy in the middle of the school year, Operator agrees to use its best efforts to complete the then current school year without waiving any rights and remedies hereunder. Operator may also terminate this Agreement effective immediately upon written notice to the Academy in the event that the school undergoes adverse change that makes the school financially unviable. Termination by Operator will not relieve the Academy of any obligations for payments outstanding to Operator as of the date of termination or liability for financial damages suffered by Operator as a consequence of the Academy's breach (or of Operator's termination as a result thereof) of this Agreement.
- (b) By the Academy. The Academy may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that Operator fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the Board. A material breach by Operator includes, but is not limited to: (i) Operator's material failure to account for its expenditures of Academy funds or for other expenses incurred by the Academy at Operator's direction; (ii) Operator's failure to substantially follow policies, procedures, rules, regulations

- or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, the Code, and/or applicable laws and regulations; or (iii) failure to abide by and meet the educational goals set forth in the Charter such that the Charter will be terminated; (iv) the employment of teachers in violation of the Code or this Agreement; or (v) any act or omission of gross negligence that causes the Academy to materially breach the Charter or any of the Academy's other contractual obligations in any material way. Termination by the Academy will not relieve the Academy of any obligations for payments outstanding to Operator as of the date of the termination, nor will it relieve Operator for liability for financial damages suffered by the Academy as a consequence of Operator's breach (or of the Academy's termination as a result thereof) of this Agreement.
- (c) Termination of the Charter. This Agreement will terminate upon the Academy's ceasing to be a party to a valid and binding charter, provided, however, that this Agreement will continue to remain in effect until the date of termination or the end of a Renewal Term (as applicable) if (i) the Academy has entered into a subsequent Charter, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the Academy of any obligations for payments outstanding to Operator as of the date of termination.
- 7.02 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a material adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and will include the use of a third-party arbitrator for alternative dispute resolution. If the parties are unable to renegotiate the terms within ninety (90) days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on one hundred and twenty (120) days further written notice or at the end of a school year, whichever is earlier.
- 7.03 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by Operator to the Academy will remain the real and personal property and leases of Operator, and all other personal property purchased by Operator with the funds provided to Operator by the Academy pursuant to Section 4.02 above will be the personal property of the Academy. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the Academy shall have the right to exercise such option and purchase such equipment.
- 7.04 Advances/Out-of-Pocket Expenses. Prior to (and in the case of the Academy as a condition of) the termination or expiration of this Agreement for any reason, the Academy shall (i) reimburse Operator for all expenses owed pursuant to Section 4.02 above, and (ii) repay all advances or loans from Operator as required in the Agreement.
- 7.05 Return of Operator Materials. On the later of (a) five (5) business days of any termination or expiration of the Management Agreement by either party for any reason, including without limitation Section 7.01(b), and (b) the effective date of termination as established in Section 7.06 below, the Academy shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the Academy shall certify to Operator in writing that the Academy has ceased to use any proprietary materials relating to the Educational Program. At Operator's direction, the Academy will promptly permit representatives of Operator to pick up all such materials at the Academy.
- 7.06 Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the Term specified in Article II, absent extraordinary circumstances, including without

- ✧ limitation the fraudulent misrepresentation or willful misconduct of either party, except as otherwise provided in this Agreement, the termination will not become effective until the end of the school year during which the notice of termination is delivered.

ARTICLE VIII. PROPRIETARY INFORMATION AND OWNERSHIP

- ✧ Curriculum or other educational materials purchased by Operator with funds Operator receives pursuant to this Agreement will be the property of the Academy. Notwithstanding the foregoing, the Academy acknowledges that Operator owns the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the Academy during the term of this Agreement and to the name "Accel™" (such name being a registered mark of Operator). The Academy acknowledges and agrees that it has no intellectual or property interest or claims in the curriculum or aforementioned systems and methods, or such name and has no right to use the curriculum, or aforementioned systems and methods or such name, unless expressly agreed to in writing by Operator. In accordance with all laws and regulations, Operator shall have the right to install signs on the Academy facilities, including under the name of the Academy, describing the services provided by Operator or its assignees, including "Managed by Accel Schools" or "Educational Services Provided by Accel Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

ARTICLE IX. INDEMNIFICATION

- 9.01 ✧ Indemnification of Operator. To the extent permitted by Ohio law, the Academy will indemnify, defend and save and hold Operator and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy will reimburse Operator for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. Further, the Parties acknowledge and agree that Operator shall have no liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the Academy by any other parties. The indemnification requirements of this Section 9.01 may be met by the purchase of insurance pursuant to ARTICLE X below. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.02 ✧ Indemnification of the Academy. Operator will indemnify, defend and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all penalties, claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Operator, its agents, employees or assigns or noncompliance by Operator with any agreements, covenants, warranties or undertakings of Operator contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Operator contained in or made pursuant to this Agreement. In addition, Operator will reimburse

the Academy for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 9.02 may be met by the purchase of insurance pursuant to ARTICLE X below. This indemnification obligation shall survive the termination or expiration of this agreement.

- 9.03 Defense. A party entitled to indemnification under this ARTICLE IX (the "*Indemnitee*") shall give notice to the indemnifying party (the "*Indemnitor*") of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitor's selection and at the expense of the Indemnitee. If the Indemnitor, prior to the expiration of the fifteen (15) days after receipt of notice of a claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.
- 9.04 Limitations of Liabilities. The Academy will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Operator. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the Academy will waive the defense of governmental immunity in any dispute between the parties. OPERATOR'S MAXIMUM LIABILITY AND OBLIGATION TO THE ACADEMY AND THE ACADEMY'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND OPERATOR'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST OPERATOR HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER ACCEL IN BREACH OF THIS AGREEMENT.
- 9.05 Right of Set-Off. Either party may, but shall not be obligated to, set off against any and all payments due the other party under this Agreement, any amount to which the party is entitled to be indemnified hereunder, provided that the parties have agreed to the indemnification obligation under this ARTICLE IX or there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.01 Insurance Coverage. The Academy will maintain general liability insurance and umbrella insurance coverage in the amounts required by the Charter or otherwise required by sound business practices. Such policies shall name Operator and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. The Academy will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.
- 10.02 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.03 Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. WARRANTIES AND REPRESENTATIONS

- 11.01 Representations and Warranties of Operator. Operator hereby represents and warrants to the Academy:
- (a) Operator is a duly formed limited liability company in good standing and is authorized to conduct business in the State of Ohio.
 - (b) To the best of its knowledge, Operator has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Operator's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OPERATOR AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, OPERATOR MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.02 Representations and Warranties of the Academy. The Academy hereby represents and warrants to Operator:

- (a) The Charter (i) authorizes the Academy to operate and receive the State, Federal and Local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the Academy with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
 - (b) To the best of its knowledge, the Academy has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The Academy's actions and those of the Board have been duly and validly authorized, and the Academy and Board will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the Academy and the Academy has sufficient funds in the Budget to pay for such expenditures.
 - (d) To the best of its knowledge, the Academy is not in breach of the terms of the Charter.
 - (e) The Academy has no intellectual or property rights or claims in the curriculum or in the name "Accel™" and will make no such claims in the future.
 - (f) The Academy shall not after the Effective Date incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Operator, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.03 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. MISCELLANEOUS

- 12.01 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Operator.
- 12.02 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.
- 12.03 Governing Law. The laws of the state of Ohio will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.
- 12.04 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.
- 12.05 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

12.06 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mails, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two (2) days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day). The addresses of the parties are:

▼**To:**

South Columbus Preparatory Academy
Attn: Board President
3220 Groveport Road
Columbus, Ohio 43207

To:

Accel Schools Ohio LLC
Attn: Chief Operating Officer
1650 Tyson's Boulevard, Suite 630
McLean, Virginia 22102

With a copy to:

Callendar Group
Attn: Jamie Callendar, Esq.
100 East Broad Street, Suite 690
Columbus, Ohio 43227

With a copy to:

Parker Partners PLC
Attn: Christina L. Parker, Esq.
P.O. Box 544
McLean, Virginia 22101

- 12.07 Assignment. This Agreement will not be assigned by Operator without the prior consent in writing of the Academy (which consent shall not be unreasonably withheld) or by the Academy without the prior consent in writing of Operator (which consent shall not be unreasonably withheld, conditioned or delayed), provided that Operator may, upon prior written notice to the Academy, assign this Agreement to an affiliated entity and may without the consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of Operator hereunder to any independent contractors, experts or professional advisors.
- 12.08 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the President or other authorized officer of the Academy and an authorized officer of Operator.
- 12.09 Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 12.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by Operator are found to be overbroad or an invalid delegation of authority by the Academy, such Services will be construed to be limited to the extent necessary to make the Services valid and binding.
- 12.11 Successors and Assigns. Except as limited by Section 12.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 12.12 No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and Operator. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 12.13 Survival on Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Schools Ohio LLC

By: CHAD CARR

Name: [Signature]

South Columbus Preparatory Academy

By: Dedra Hurst

Name: Dedra Hurst

Title: EVP / Superintendent

Title: CH / Board President

APPENDIX A
INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee bonus for an index score (PI) of ten (10) points above similar schools and/or a grade of "A" or "B" on value added score issued by the state of Ohio.

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

By signing this document, I Dale Hurst, hereby certify that I am the School Governing Authority President and/or authorized representative of South Columbus Preparatory Academy. If South Columbus Preparatory Academy should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in Ohio Revised Code, Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Community School Closing/Suspension Procedures put in place by the Ohio Department of Education or the sponsor at the time of the School's closing.

Furthermore, the School Governing Authority appoints Chad Carr, or the then current School leader, as Designee, to coordinate the closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the sponsor at the time of the School's closing are fully completed.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the duties to be undertaken should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law.

Upon closure or suspension of the school, any property that was acquired by the operator or management company of the school using state funds that were paid to the operator or management company by the School Governing Authority as payment for services rendered shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.

The designated fiscal officer and/or School Governing Authority shall ensure all financial and enrollment records are delivered to the Sponsor in a timely manner as well as to other entities specified in rule or Ohio Revised Code.

Dale Hurst
School Governing Authority President

3-24-17
Date

Shawley
Designee

3-24-2017
Date

Chad Carr
Treasurer

3.24.17
Date

ATTACHMENT 3.7

RACIAL AND ETHNIC BALANCE

a.) Plan to Achieve or Continue Racial and Ethnic Balance

South Columbus Preparatory Academy will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population. The School Governing Authority will assess the Racial and Ethnic Balance of the School within the first two months of the calendar year using detailed demographic information obtained from the U.S. Census Bureau and make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of the community it serves. That being said, as the School will be a public school, enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. In the event that the racial enrollment composition of the School violates a federal desegregation order, the school shall take any and all corrective measures to comply with the desegregation order.

Attachment 3.9

ADMISSIONS, (OPEN) ENROLLMENT, RESIDENCY VERIFICATION, AND LOTTERY POLICY AND PROCEDURES

The Governing Authority (the “Board”) of the South Columbus Preparatory Academy, (the “School” and the “Corporation”), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

South Columbus Preparatory Academy will fully comply with Ohio law regarding admission policies and procedures, as well as all other applicable state and federal provisions. In particular, as a public charter school, the school will not discriminate on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted by a school district. The school will be nonsectarian in all respects, and will comply with state and federal laws applicable to public schools concerning church-state issues. In accordance with the charter school law, South Columbus Preparatory Academy will not charge tuition.

In accordance with Sec. 3314.03(A)(19) of the Ohio Revised Code (“ORC”) the Governing Authority hereby sets forth that the School shall allow application and/or admission from any student in the State of Ohio. The School will open admission to all children wishing to enroll in the school, subject to availability and the process set forth in the School Enrollment Guidelines (below) and Lottery Process (below).

Pursuant to ORC Sec. 3314.06, admission to the School will not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, gender, disability, race, creed, national origin, religion, or any other ground that would be unlawful. Student selection will be an open and carefully monitored process. All marketing and recruitment materials and processes are implemented in a nondiscriminatory manner as well. Violation of these nondiscrimination requirements will be taken extremely seriously by the Governing Authority and may result in sanctions up to and including termination of any employees involved in such infractions.

The School Enrollment Guidelines will be as follows:

1. The School is open to any student, age five to twenty-two, who is entitled to attend school in the State of Ohio, free of tuition.
 - a. Any individual that is younger than five years of age on September 30 of the current school year will not be enrolled for the current school year.
2. No student shall be denied admission to the school on the basis of race, creed, color, gender, sexual orientation, religion or ancestry, national or ethnic origin, disability, intellectual ability, measures of achievement or aptitude, athletic ability, or any other grounds.
3. Enrollment eligibility is not to exceed the capacity of the school’s programs, classes, grade levels, or facilities.
4. Admission to the school may be limited to students who have attained a specific grade level or are within a specific age group as outlined in the School’s sponsorship contract; to students that meet a definition of "at-risk," as defined in the contract; to residents of a specific geographic area within the district, as defined in the contract; or to separate groups

of autistic students and nondisabled students, as authorized in section 3314.061 of the Revised Code and as defined in the contract.

5. Admission to the school is dependent on the successful completion of all required steps and documentation of the admissions process.

Families must complete and submit the application and all required documents to the School's admissions office. Failure to do so in a timely manner may disqualify a child's enrollment into the school. Upon receipt of application, a number is assigned to the student, and the information is entered into the student enrollment data system.

Enrollment documentation is required as follows (as documented on the Documentation Check List provided to the parent/guardian):

- Student's Original Birth Certificate or Passport with appropriate seals, or other valid proof of date of birth
- Signed Parent Release Form for obtaining student's previous School Records
- Student's Immunization Records (including most recent required immunizations)
- Proof of Residency (in compliance with Ohio Revised Code Section 3314.11):
 - A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
 - A utility bill or receipt of utility installation issued within ninety days of enrollment;
 - A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
 - The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
 - Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.
- Emergency Medical Form
- Free and Reduced Lunch Verification (if applicable)
- Completed Enrollment Packet
- Most current IEP or ETR (if applicable)
- Notarized or Original Court-Approved Custody papers (if applicable)

The application review and acceptance process is as follows:

1. The enrollment window ends on the date reflected on the designated application at 5:00 p.m. local time.
2. Hereafter, all applications for each grade are counted.
3. The number of seats available and the number of applications will be compared.
4. Currently enrolled students are placed first.
5. Enrollment preference is given to students residing in the district where the School is located and to siblings of placed students.
6. After current students and siblings and students residing in the district where the School is located are placed, the number of vacancies is confirmed.
7. Enrollment preference is given to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five per cent of the school's total enrollment. If the number of students eligible for this

preference exceeds five per cent of the school's enrollment, students are admitted by random lottery according to the Lottery Process (below).

8. After current students and siblings, and students residing in the district, and children of fulltime employees of the School are placed, the number of vacancies is confirmed.
9. If there are fewer applications at any one grade level than there are vacant seats, all of the applicants that are left will be enrolled. However, if there are more applications than there are available seats at any one grade level, a Lottery will be held.

South Columbus Preparatory Academy will actively publicize open enrollment to all community sectors. If necessary, South Columbus Preparatory Academy will host its first enrollment lottery at a date compliant with the application enrollment window dependent upon the approval process with subsequent annual held in February of each year.

South Columbus Preparatory Academy shall enroll any eligible student in the Columbus area and surrounding communities who submits a timely application unless the number of applicants exceeds the capacity of the appropriate grade level or total school enrollment. If the number of applications exceeds the number of seats available in a grade, South Columbus Preparatory Academy will accept students by a random selection process, or lottery. The school will grant enrollment preference to: 1) a sibling of a student enrolled in the start-up charter school, and 2) a student whose parent or guardian is a full-time teacher, professional, or other employee at the charter school (provided that the number of students utilizing this enrollment preference does not exceed 5 percent of the schools total enrollment). The school will maintain a waiting list of the remaining applicants. South Columbus Preparatory Academy's will notify applicant families within one week of the lottery of student placements.

The following applies to South Columbus Preparatory Academy's process:

- If applications exceed the school's capacity a lottery is held;
- South Columbus Preparatory Academy's lottery policies and processes will be clearly written and distributed to reflect state laws regarding random selection;
- South Columbus Preparatory Academy's admission lotteries will be witnessed and occur in a public setting; and
- A neutral party will conduct the lottery on behalf of the school.

The lottery will be well publicized, open to all, and will be easily understood and followed by all observers. To minimize the risk of bias, the school will exclude individuals who are employed by the school, individuals whose relatives are school employees, and those individuals who are seeking admission for their children, from the task of drawing names. Rather, an impartial individual, such as a certified public accountant or a retired judge, will be asked to draw the names. All students whose applications were filed by the application deadline will be separated by grade and entered into the lottery. A drawing of names by grade will then be held until all spaces are filled. Any applicant who is not admitted to the school during the lottery will be placed on the school's waitlist.

The pool of applications will be sorted according to admissions' preferences provided for by statute and by grade level. Within each grade level, applications will be sorted according to the following categories arranged in order of admissions preference: 1) siblings of enrolled students, and 2) students whose parent or guardian is a member of the governing board or is a full-time teacher, professional, or other employee at the school.

Students whose applications are received after the deadline will be placed on the school's waitlist according to the categories listed above in the order that their applications are received. In each successive school year, students who were enrolled in the school the previous year will keep their spaces in the school until they graduate or leave the school.

Waiting Lists

After all available spaces are filled, waiting lists will be maintained for each grade. South Columbus Preparatory Academy's will maintain complete student files for each student on the waiting list. When a space becomes available in a grade, the parent of the first student on the waiting list will be contacted and given a set period of time in which they can accept the position (one week). If the space is declined the next person on the list will be contacted. Students will be maintained on the wait list for one year.

Once the parent has accepted the position for their child:

- The appropriate Request for Transfer form will be immediately sent to the school of origin.
- A transportation request will be sent to the appropriate department, if applicable.
- Qualifying parents will complete the application for free or reduced lunches.
- Parents that need before and/or after school will be informed about the availability of space in the OASIS Program, if applicable. If space is available and the parent desires to enroll, all forms for the program must be completed in order to complete enrollment.
- The parent is given a copy of South Columbus Preparatory Academy's Code of Civility and asked to return their signed verification and agreement before the student enters the school.
- Emergency cards are completed prior to the student's attendance.

The parent is given a copy of the absentee/tardy policies of the school as well as all other office procedures (visiting the school, drop off and pick-up sites, classroom protocol, etc.).

The pool of applications will be sorted according to admissions' preferences provided for by statute and by grade level. Within each grade level, applications will be sorted according to the following categories arranged in order of admissions preference: 1) siblings of enrolled students, and 2) students whose parent or guardian is a member of the governing board or is a full-time teacher, professional, or other employee at the school.

Recruitment

The unique and promising programming at the South Columbus Preparatory Academy will offer an intriguing and unprecedented choice in the district. Board members and ACCEL staff will

work to bring a network of community-based education opportunities to the doors of the school. These learning partnerships – with museums, businesses, science labs, etc. - will play an additional role in our marketing plan. To recruit students and educate parents, community members, and businesses, we plan to implement the following strategies:

- Hosting a series of well-advertised public informational sessions or “Open Houses.” These will be scheduled on a three-part basis, with some repeats if warranted:
- Session One: the first “Open House” will provide information to interested community members on the premise of charter schools. This will be followed by a question and answer session in order for participants to develop an accurate picture of how charter schools operate in Ohio. This open house will highlight information on the school’s mission and offerings. Session One will occur in late winter/early spring.
- Session Two: The second “Open House” will provide detailed information on the school’s curricula and programs, giving parents and community members the opportunity to learn and ask questions about particular aspects of what will be taught and how it will be taught (pedagogy). School Board members have found this to be a missing link for many parents searching for educational options. We want our parents to make informed decisions. Session Two will occur within two weeks of Session One.
- The final sequence in Open Houses will be an open “Question and Answer” forum. We will offer a public forum for interested parents to provide feedback on the design and implementation process of the school. This will also be a large push for enrollment as well as a time for early recruitment of parent volunteers. Session Three will occur within two weeks of Session Two. This series of Open Houses may be held several times.
- Publicizing in the community (including ethnic and foreign-language) newspapers and area newsletters, and taking advantage of public notice opportunities and low-cost airtime from local radio and television stations (including cable);
- Widely distributing informational flyers at locales such as libraries; coffee shops; public announcement boards in apartment complexes; social clubs; houses of worship; and area businesses (*e.g.*, supermarkets, hair salons, laundromats, etc.);
- Sending announcements to local support organizations;
- Contacting the families and other individuals who expressed interest and provided us with contact information;
- Mailing letters of introduction to local publicly elected officials, government agencies with area offices, and local social services and cultural arts organizations and asking them to post an informational flyer; and
- Making announcements at community meetings

Assurances:

- South Columbus Preparatory Academy will exercise non-discrimination in enrollment practices based on gender, race, religion, color, national origin, handicap, sexual

orientation, transgendered status, intellectual ability, athletic ability or measurement of achievement or aptitude.

- South Columbus Preparatory Academy will comply with state and federal civil rights laws.
- South Columbus Preparatory Academy will not charge tuition (but may charge fees in the same manner as existing public schools).
- South Columbus Preparatory Academy will comply with all state and federal law applicable to public schools concerning church-state issues.
- The governing authority of South Columbus Preparatory Academy will adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the students, without a legitimate excuse, should fail to participate in one-hundred, five consecutive hours of the learning opportunities offered by the school to the student.

Address and Residency Verification

The Superintendent of the School shall verify the student's district of residence upon initial application for enrollment and prior to the execution of any Lottery Process for allocation of enrollment slots in the School.

The parent/guardian shall provide proof of residency documentation to the School in compliance with Ohio Revised Code Section 3314.11 on an annual basis and as requested by the School. The parent/guardian immediately must notify the School of any change in residency and provide supporting proof of residency documentation in compliance with Ohio Revised Code Section 3314.11.

The Superintendent shall report to the Board on a monthly basis the residency status of students attending the School and shall prepare an annual report of the residency status of students for Board approval and submission to the state in compliance with ORC Section 3314.11.

This policy, as amended, shall be included in handbooks, enrollment packets, and/or the school's website in full or in part, in an effort maintain transparency as it may remain practicable.

Exhibit A: Compulsory and Early Kindergarten Admissions

Compulsory Kindergarten and Early Admissions:

The School shall admit or evaluate children seeking admission to kindergarten in accordance with the following:

- A. The School shall admit a child to kindergarten if the child is five years of age prior to September 30 of the year of admittance.
- B. Notwithstanding the provisions provided below, for a child who does not meet the age requirements for mandatory admission to kindergarten, but who will be five years of age, prior to the January 1 of the year in which admission is requested, the School shall evaluate the child for early admittance in accordance with this policy, upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. Following such evaluation, the Board or its designee shall make a decision as to whether to admit the child.
- C. For purposes of this policy, the Board-designated evaluation procedure will consist of an Ohio Department of Education approved readiness test administered to a prospective kindergartner by the Board's designee, and the minimum score for early admissions shall be a score of 270, or as otherwise may be required by the Ohio Department of Education.
- D. Students who turn 5 on or after January 1st will be admitted in accordance with the school's acceleration policy.
- E. First Grade eligibility shall be based on the admissions, promotion and retention policies of the School.

Legal Reference:

Am. Sub. Senate Bill (SB) 316 (effective September 24, 2012)

Am. Sub. House Bill (HB) 59 (effective September 29, 2013)

Ohio Revised Code (ORC) Sections 3314.03, 3314.08, 3321.01 and 3324.10

EXHIBIT A

School Policy on Academic Acceleration, Early Entrance to Kindergarten, and Early High School Graduation

In accordance with the belief that all children are entitled to an education commensurate with their particular needs, students who can exceed the grade-level indicators and benchmarks set forth in the standards must be afforded the opportunity and be encouraged to do so.

The School Board believes that such students often require access to advanced curriculum in order to realize their potential contribution to themselves and society. All children learn and experience success given time and opportunity, but the degree to which academic content standards are met and the time it takes to reach the standards will vary from student to student. The School Board believes that all students, including advanced learners, should be challenged and supported to reach their full potential. For many advanced learners, this can best be achieved by affording them access to curriculum, learning environments, and instructional interventions more commonly provided to older peers.

This policy describes the process that shall be used for evaluating students for possible accelerated placement and identifying students who should be granted early admission to kindergarten, accelerated in one or more individual subject areas, promoted to a higher grade level than their same-age peers, and granted early graduation from high school.

1) Referrals and Evaluation

- a) Any student residing in the district may be referred by a teacher, administrator, gifted education specialist, guidance counselor, school psychologist, or a parent or legal guardian of the student to the principal of his or her school for evaluation for possible accelerated placement. A student may refer himself or herself or a peer through a district staff member who has knowledge of the referred child's abilities.
- b) Copies of this policy and referral forms for evaluation for possible early entrance, whole-grade acceleration, individual subject acceleration, and early high school graduation shall be made available to district staff and parents at each school building. The principal of each school building (or his or her designee) shall solicit referrals of students for evaluation for possible accelerated placement annually, and ensure that all staff he or she supervises are aware of procedures for referring students for evaluation for possible accelerated placement.
- c) The principal (or his or her designee) of the referred student's school shall obtain written permission from the student's parent(s) or legal guardian(s) to evaluate the student for possible accelerated placement. The district shall evaluate all students who are referred for evaluation and whose parent(s) or legal guardian(s) have granted permission to evaluate the student for possible accelerated placement.
- d) Children who are referred for evaluation for possible accelerated placement sixty or more days prior to the start of the school year shall be evaluated in advance of the start of the school year so that the child may be placed in the accelerated placement on the first day of school. Children who are referred for possible accelerated placement sixty or more days prior to the start of the second semester shall be evaluated for possible accelerated placement at the start of the second semester. In all other cases, evaluations of a referred child shall be scheduled at the

student's principal's discretion and placed in the accelerated setting(s) at the time recommended by the acceleration evaluation committee – if the committee determines the child should be accelerated. Pursuant to Ohio Administrative Code 3321.01, all children who will be the proper age for entrance to kindergarten or first grade by the first day of January of the school year for which admission is requested shall be evaluated upon the request of the child's parent or legal guardian. Children who will not yet be the proper age for entrance to kindergarten or first grade by the first day of January of the school year for which admission is requested shall also be evaluated for possible early admittance if referred by an educator within the district, a pre-school educator who knows the child, or pediatrician or psychologist who knows the child. Children who will not yet be the proper age for entrance to kindergarten or first grade by the first day of January of the school year for which admission is requested may also be evaluated for possible early admittance at the discretion of the principal of the school to which the student may be admitted.

e) A parent or legal guardian of the evaluated student shall be notified in writing of the outcome of the evaluation process within 45 days of the submission of the referral to the referred student's principal. This notification shall include instructions for appealing the outcome of the evaluation process.

f) A parent or legal guardian of the referred student may appeal in writing the decision of the evaluation committee to the local Superintendent within thirty days of being notified of the committee's decision. The Superintendent shall review the appeal and notify the parent or legal guardian who filed the appeal of his or her final decision within thirty days of receiving the appeal. The Superintendent's decision shall be final. However, the student may be referred and evaluated again at the next available opportunity if he or she is again referred for evaluation by an individual eligible to make referrals as described in this policy.

2) Acceleration Evaluation Committee

(i) Composition

(1) The referred student's principal (or his or her designee) shall convene an evaluation committee to determine the most appropriate available learning environment for the referred student. This committee shall be comprised of the following:

- (a) A principal or assistant principal from the child's current school;
- (b) A current teacher of the referred student (with the exception of students referred for possible early admission to kindergarten);
- (c) A teacher at the grade level to which the student may be accelerated (with the exception of students referred for possible early graduation from high school);
- (d) A parent or legal guardian of the referred student or a representative designated by a parent or legal guardian of the referred student;
- (e) A gifted education coordinator or gifted intervention specialist. If a gifted coordinator or gifted intervention specialist is not available in the district, a school psychologist or guidance counselor with expertise in the appropriate use of academic acceleration may be substituted.

(2) The acceleration evaluation committee shall be charged with the following responsibilities:

- (a) The acceleration evaluation committee shall conduct a fair and thorough evaluation of the student.

(i) Students considered for whole-grade acceleration and early entrance to kindergarten shall be evaluated using an acceleration assessment process approved by the Ohio Department of Education. The committee shall consider the student's own thoughts on possible accelerated placement in its deliberations.

(ii) Students considered for individual subject acceleration shall be evaluated using a variety of data sources, including measures of achievement based on state academic content standards (in subjects for which the state had approved content standards) and consideration of the student's maturity and desire for accelerated placement. The committee shall consider the student's own thoughts on possible accelerated placement in its deliberations.

(iii) Students referred for possible early high school graduation shall be evaluated based on past academic performance, measures of achievement based on state academic content standards, and successful completion of state mandated graduation requirements. The committee shall consider the student's own thoughts on possible accelerated placement in its deliberations.

(b) The acceleration evaluation committee shall issue a written decision to the principal and the student's parent or legal guardian based on the outcome of the evaluation process. If a consensus recommendation cannot be reached by the committee, a decision regarding whether or not to accelerate the student will be determined by a majority vote of the committee membership.

(c) The acceleration evaluation committee shall develop a written acceleration plan for students who will be admitted early to kindergarten, whole-grade accelerated, or accelerated in one or more individual subject areas. The parent(s) or legal guardian(s) of the student shall be provided with a copy of the written acceleration plan. The written acceleration plan shall specify:

(i) placement of the student in an accelerated setting;

(ii) strategies to support a successful transition to the accelerated setting;

(iii) requirements and procedures for earning high school credit prior to entering high school (if applicable); and,

(iv) an appropriate transition period for accelerated placement for early entrants to kindergarten, grade-level accelerated students, and students accelerated in individual content areas.

(d) For students the acceleration evaluation committee recommends for early high school graduation, the committee shall develop a written acceleration plan designed to allow the student to complete graduation requirements on an accelerated basis. This may include the provision of educational options in accordance with Ohio Administrative Code 3301-35-06(G), waiving district prerequisite requirements for enrolling in advanced courses, waiving district graduation requirements that exceed those required by the state, and early promotion to sophomore (or higher) status to allow the student to take the Ohio Graduation Test.

- (e) The acceleration evaluation committee shall designate a school staff member to ensure successful implementation of the written acceleration plan and to monitor the adjustment of the student to the accelerated setting.

3) Accelerated Placement

- a) The acceleration evaluation committee shall specify an appropriate transition period for accelerated placement for early entrants to kindergarten, grade-level accelerated students, and students accelerated in individual subject areas.
 - i) At any time during the transition period, a parent or legal guardian of the student may request in writing that the student be withdrawn from accelerated placement. In such cases, the principal shall remove the student without repercussions from the accelerated placement.
 - ii) At any time during the transition period, a parent or legal guardian of the student may request in writing an alternative accelerated placement. In such cases, the principal shall direct the acceleration committee to consider other accelerative options and issue a decision within 30 days of receiving the request from the parent or legal guardian. If the student will be placed in an accelerated setting different from that initially recommended by the acceleration evaluation committee, the student's written acceleration plan shall be revised accordingly, and a new transition period shall be specified.
- b) At the end of the transition period, the accelerated placement shall become permanent. The student's records shall be modified accordingly, and the acceleration implementation plan shall become part of the student's permanent record to facilitate continuous progress through the curriculum.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

a. Policy to Comply with Federal and State Laws Regarding the Education of Handicapped Students.

South Columbus Preparatory Academy has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. South Columbus Preparatory Academy will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of handicapped students.

1. South Columbus Preparatory Academy will meet state and federal law mandates for providing education and services for students that qualify for 504, LEP/ELL, and SWD. Students referred will undergo a multi-factored evaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether and IEP, 504, LEP/ELL, or gifted is appropriate or ongoing monitoring.
2. RTI- South Columbus Preparatory Academy will utilize the Response to Instruction (RTI) model in identifying students. The RTI process is a three tier process beginning with whole class, transitioning to small group for those who qualify. If students are not responding in tier two, students will transition to tier three, which will consist of one on one intervention. If the student responds well, the intervention will continue in the areas needed and processing back to the general education classroom. If student does not respond to the intervention, a further evaluation will be completed through the multi-factored evaluation.
3. Intervention Services will include but not limited to small group intervention, one to one intervention, after school tutoring and summer school tutoring. Modified curriculum with student support. Dedicated daily time will be scheduled to work on any intervention with students.
4. Discipline- The student code of conduct will be created and approved by the board. The School will implement said policy with all students. For SWD, The School will abide by federal law on how to implement and distribute consequences.
5. South Columbus Preparatory Academy will provide services as prescribed in a student's IEP. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.

6. South Columbus Preparatory Academy will employ HQT teacher(s) and para-professionals with proper credentials to provide services for SWD, TESOL, ESEA or gifted endorsement.

CERTIFICATION OF RESOLUTION
FOR
PURCHASE AND MORTGAGE AT 387 E. BECK STEET, COLUMBUS, OHIO

SOUTH COLUMBUS PREPARATORY ACADEMY
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of **South Columbus Preparatory Academy** (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

WHEREAS, the building and property will allow for the School to focus on its mission and goal of educating the next generation.

IT IS HEREBY RESOLVED that the Board of South Columbus Preparatory Academy approves the purchase of the building and associated property at the location of 387 East Beck Street, Columbus, Ohio. The Board directs the Chair Dedra Hurst or Vice Chair Sean Herod to execute any and all documents necessary to execute this purchase.

IT IS FURTHER RESOLVED that the Board of South Columbus Preparatory Academy approves the Real Estate Option Contract and the Right of First Refusal Agreement and directs the Chair Dedra Hurst or Vice Chair Sean Herod to execute any necessary documentation.

IT IS FURTHER RESOLVED that the Board of South Columbus Preparatory Academy approves borrowing \$1,700,000.00 from Columbus Educational Finance LLC to purchase the building and associated property at the location of 387 East Beck Street, Columbus, Ohio.

IT IS FURTHER RESOLVED that the Board of South Columbus Preparatory Academy approves of the mortgage with Columbus Educational Finance LLC and directs the Chair Dedra Hurst or Vice Chair Sean Herod to execute any and all documents necessary to execute this mortgage.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Resolution for Purchase and Mortgage of the Beck Building
(without) with) amendments, made by Scott Pullins, seconded by Kelly Dyer
_____.

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(abstain, not present, etc.)</i>
Kelly Dyer	✓		
Sean Herod	✓		
Scott Pullins	✓		
Lyndsey Solomon			<u>Not Present</u>
Dedra Hurst, Chairwoman	✓		

As adopted on this 20 day of May, 2020.

Dedra Hurst

Dedra Hurst, Chairwoman
South Columbus Preparatory Academy

**Open-End Mortgage and Security Agreement
(Ohio Property)**

(Maximum Amount Indebtedness \$1,700,000.00)

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") made as of May 22, 2020, by **SOUTH COLUMBUS PREPARATORY ACADEMY**, an Ohio non-profit corporation operated and maintained as an Ohio public community school pursuant to Chapter 3314 of the Ohio Revised Code and is located at 387 East Beck Street, Columbus, Ohio, 43206 ("Mortgagor") in favor of **COLUMBUS EDUCATIONAL FINANCE, LLC** an Delaware limited liability company with its principal office located at c/o GH&R Business Services, Inc., 312 Walnut Street, Suite 1800, Cincinnati, OH 45202 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the aggregate principal amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) pursuant to the \$1,700,000 Term Note of even date herewith executed by Mortgagor and made payable to Mortgagee (the "Note"), and all agreements, instruments and documents executed or delivered in connection with any of the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the "Loan Documents"); and

WHEREAS, Mortgagor desires to grant herein a first priority mortgage to Mortgagee encumbering the real estate described below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, and to secure (i) the payment of the Indebtedness and Impositions (as defined below) and the interest thereon, (ii) the payment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Loan Documents or this Mortgage, (iii) the repayment of future advances disbursed by Mortgagee to Mortgagor in excess of the principal of the Indebtedness, and (iv) the performance of the obligations of Mortgagor under the Loan Documents, the parties hereby agree as follows:

1. GRANTING PROVISIONS

Mortgagor does hereby grant, bargain, sell, release, convey, assign, transfer, grant a security interest in and mortgage to Mortgagee, its successors and assigns forever (a) the real estate located in Franklin County, Ohio, more particularly described in **Exhibit A** attached hereto (hereinafter the "Premises"), and (b) all of the estate, title and interest of Mortgagor, in law or equity, of, in and to such real estate and the buildings and improvements now existing, being constructed, or hereafter constructed or placed thereon, all of the rights, privileges, licenses, easements, and appurtenances belonging to such real estate (including all heretofore or hereafter vacated streets or alleys which are about such real

estate), and all fixtures of every kind whatsoever located in or on, or attached to, and used or intended to be used in connection with or with the operation of such real estate, buildings, structures or other improvements thereon or in connection with any construction now or to be conducted or which may be conducted thereon, together with all building materials and equipment now or hereafter delivered to such real estate and intended to be installed therein; and all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing, and the proceeds of any of the foregoing (all of the foregoing, including the Premises, being hereinafter collectively called the "Property").

Mortgagor further hereby grants, conveys, and assigns to Mortgagee, its successors and assigns all rents, issues, and profits of any of the foregoing and all proceeds of the conversion (whether voluntary or involuntary) of any of the same into cash or liquidated claims, including, without limitation, proceeds of insurance, and condemnation awards.

TO HAVE AND TO HOLD the Property hereby conveyed, granted and assigned, unto Mortgagee, and its successors and assigns forever, for the uses and purposes herein set forth.

2. REPRESENTATIONS AND WARRANTIES

2.1 In General. Mortgagor represents and warrants that it is the sole lawful owner in fee simple of the Property, that its title in and to the Property is free, clear and unencumbered except for those covenants and restrictions of record approved by Mortgagee and identified in **Exhibit B** attached hereto and except for real estate taxes and assessments not yet due and payable; that it has good legal right, authority, and full power to sell and convey the same and to execute this Mortgage; that Mortgagor will make any further assurances of title that Mortgagee may require; that Mortgagor will warrant and defend the Property against all claims and demands whatsoever, and that Mortgagor will keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

2.2 No Proceedings. Mortgagor represents, covenants, and warrants that there are no suits or proceedings pending, or, to the knowledge of Mortgagor, threatened against or affecting Mortgagor which, if adversely determined, would have an adverse effect on the Property or financial condition or business of Mortgagor.

3. COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

3.1 Indebtedness. Mortgagor will promptly pay and perform, or promptly cause to be paid and performed, when due, the following obligations (hereinafter collectively called the "Indebtedness"):

(a) each and every term, provision, condition, obligation, covenant, and agreement of Mortgagor set forth in this Mortgage, the Loan Documents and in any amendments, modifications or restatements to any of the foregoing;

(b) all loans, advances, indebtedness and each and every other obligation or liability of Mortgagor owed to Mortgagee or any affiliate of Mortgagee, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Mortgagee or owed to others and acquired by Mortgagee by purchase, assignment or otherwise, and all agreements, instruments and documents evidencing, guarantying, securing, or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all

expenses and attorneys' fees incurred or other sums disbursed by Mortgagee under this Mortgage or any other document, instrument or agreement related to any of the foregoing; and

(c) all future advances disbursed by Mortgagee to Mortgagor, under Section 6.13 (Future Advances) of this Mortgage.

3.2 Impositions.

(a) Mortgagor will pay, or cause to be paid, when due all of the following (hereinafter collectively called the "Impositions"): all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly. Mortgagor shall deliver proof of payment of all such Impositions to Mortgagee upon the request of Mortgagee. Notwithstanding any provision to the contrary in this Section 3.2(a), any tax or special assessment which is a lien on the Property may be paid in installments, provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty. So long as an Event of Default has not occurred, Mortgagor may dispute payment of Impositions if: 1) contest is made in good faith by appropriate proceedings, and 2) Mortgagor deposits with Mortgagee cash or other security satisfactory to Mortgagee in its sole discretion in amount sufficient to fully pay and discharge the disputed Imposition. But in any event disputed Impositions must be paid immediately upon commencement of any proceeding for foreclosure of any lien which may have attached with respect to the disputed Imposition.

(b) At the sole election of Mortgagee, Mortgagor shall pay to Mortgagee, with each payment that shall become due and payable pursuant to terms of the Loan Documents, the appropriate portion of the annual amount estimated by Mortgagee to be sufficient to pay the real estate taxes and assessments levied against the Property and the insurance premiums for policies required under Section 3.6 (Insurance) of this Mortgage, and such sums shall be held by Mortgagee without interest in order to pay such taxes, assessments and insurance premiums 30 days prior to their due date; provided that if an Event of Default shall occur under this Mortgage, Mortgagee may elect to apply, to the full extent permitted by law, any or all of said sums held pursuant to this Section 3.2(b) in such manner as Mortgagee shall determine in its sole discretion.

3.3 Compliance with Laws. Mortgagor will comply with all Laws to which the Property or the activities conducted on the Property are subject.

3.4 Condition of Property. Mortgagor will maintain the Property in good order and condition and make all repairs necessary to that end, will suffer no waste to the Property, and will cause all repairs and maintenance to the Property to be done in a good and workmanlike manner.

3.5 Improvements. Mortgagor will not remove or materially change any improvements once installed or placed on the Property, or suffer or permit others to do so.

3.6 Insurance.

(a) Mortgagor at its sole cost and expense shall provide and keep in force at all times for the benefit of Mortgagee with respect to the Property (with such deductibles as may be satisfactory to Mortgagee, from time to time, in its reasonable discretion): (i) insurance against loss of or damage to the improvements by fire and other hazards covered by so-called "extended coverage"

insurance, with a replacement cost endorsement or coverage, and such other casualties and hazards as Mortgagee shall reasonably require from time to time; (ii) earthquake insurance; (iii) flood insurance in the maximum available amount if the improvements are located in a flood hazard area; (iv) business interruption insurance; (v) boiler and machinery insurance; (vi) comprehensive general public liability insurance against claims for bodily injury, death or property damage in customary and adequate amounts, or, in Mortgagee's discretion, in such amounts as may be reasonably satisfactory or desirable to Mortgagee, from time to time, in its reasonable discretion; (vii) during the course of any construction or repair of the Property, workers' compensation insurance for all employees involved in such construction or repair, and builder's risk completed value insurance against "all risks of physical loss," covering the total value of work performed and equipment, supplies and materials furnished, and containing the "permission to occupy upon completion of work or occupancy" endorsement; and (viii) such other insurance on the Property (including, without limitation, increases in amounts and modifications of forms of insurance existing on the date hereof), as Mortgagee may reasonably require from time to time. The policies of insurance required by this Section 3.6(a) shall be with such companies, in such forms and amounts, and for such periods, as Mortgagee shall require from time to time, and shall insure the respective interests of Mortgagor and Mortgagee. Such insurance may be provided in umbrella policies which insure any and all real or personal property in which Mortgagor has an interest in addition to the Property, any property encumbered by any other deed of trust or mortgage given by Mortgagor for the benefit of Mortgagee. The insurance proceeds from all such policies of insurance (other than the proceeds from the comprehensive general public liability policy required under clause (vi) above) shall be payable to Mortgagee pursuant to a noncontributing first mortgagee endorsement satisfactory in form and substance to Mortgagee.

Certificates of the original policies and renewals thereof covering the risks provided by this Mortgage to be insured against, and bearing satisfactory evidence of payment of all premiums thereon, shall be delivered to and held by Mortgagee on demand. Without limiting the generality of the foregoing, Mortgagor shall deliver to Mortgagee all insurance policies and certificates that are requested by Mortgagee. At least 30 days prior to the expiration of each policy required to be provided by Mortgagor, Mortgagor shall deliver certificates of renewal policies to Mortgagee with appropriate evidence of payment of premiums therefor. All insurance policies required by this Mortgage shall (1) include effective waivers by the insurer of all rights of subrogation against any named insured and any other loss payee; and (2) provide that any losses shall be payable to Mortgagee notwithstanding:

- (i) any act, failure to act or negligence of or violation of warranties, declarations, or conditions contained in such policy by any named insured or other loss payee,
- (ii) the occupation or use of the improvements or the Premises for purposes more hazardous than permitted by the terms thereof,
- (iii) any foreclosure or other action or proceeding taken by Mortgagee pursuant to any provisions of this Mortgage, or
- (iv) any change in title to or ownership of the Property;

(3) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by Mortgagee of written notice thereof; and (4) be satisfactory in all other respects to Mortgagee. Mortgagor shall not permit any activity to occur or condition to exist on or with respect to the Property that would wholly or partially invalidate any of the insurance thereon. Mortgagor shall give prompt written notice to Mortgagee of any damage to, destruction of or other loss in respect of the Property, irrespective of whether any such damage, destruction or loss gives rise to an insurance claim. Mortgagor shall not carry additional insurance in respect of the Property unless such insurance is endorsed in favor of Mortgagee as loss payee.

(b) Mortgagor irrevocably makes, constitutes and appoints Mortgagee (and all officers, employees or agents designated by Mortgagee) as Mortgagor's true and lawful attorney-in-fact and agent, with full power of substitution, to exercise all rights contained in this provision after occurrence of an Event of Default including making and adjusting claims under such policies of insurance, endorsing the name of Mortgagor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance required above or to pay any premium in whole or in part relating thereto. Mortgagee, without waiving or releasing any obligations or default by Mortgagor hereunder, may (but shall be under no obligation to do so) at any time maintain such action with respect thereto which Mortgagee deems advisable. All sums disbursed by Mortgagee in connection therewith, including attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, on demand, by Mortgagor to Mortgagee and shall be additional Indebtedness secured by this Mortgage.

(c) After occurrence of an Event of Default all proceeds of the insurance required to be obtained by Mortgagor hereunder, other than those relating to the comprehensive general public liability insurance, shall be held in trust for and paid promptly to Mortgagee, and Mortgagee may deduct from such proceeds any expenses, including, without limitation, legal fees, incurred by Mortgagee in connection with adjusting and obtaining such proceeds (the balance remaining after such deduction being hereinafter referred to as the "Net Insurance Proceeds"). Mortgagee may, at its option, either: (1) apply the Net Insurance Proceeds in reduction or satisfaction of all or any part of the Indebtedness, whether then matured or not, in which event Mortgagor shall be relieved of its obligation to maintain and restore the property relating to such proceeds to the extent that Mortgagee so applies such Net Insurance Proceeds; or (2) release the Net Insurance Proceeds to Mortgagor in whole or in part upon conditions satisfactory to Mortgagee. Prior to the occurrence of an Event of Default, Mortgagor shall have the right to adjust and compromise any such claims, subject to Mortgagee's prior consent thereto, which consent shall not be unreasonably withheld; provided that no such consent shall be required upon the occurrence of an Event of Default under this Mortgage.

(d) The application of any insurance proceeds toward the payment or performance of the Indebtedness shall not be deemed a waiver by Mortgagee of its right to receive payment or performance of the rest of the Indebtedness in accordance with the provisions of this Mortgage, the Loan Documents and in any amendments, modifications or restatements to any of the foregoing.

(e) In the event of a foreclosure under this Mortgage, the purchaser of the Property shall succeed to all of the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance which Mortgagor is required to maintain under this Section 3.6 and to all proceeds of such insurance.

(f) Without limiting Mortgagee's rights under Section 3.9 of this Mortgage, if Mortgagor shall fail to keep the Property insured in accordance with this Mortgage and the other Loan Documents, Mortgagee may, but shall not be obligated to, do so. Mortgagor shall reimburse Mortgagee on demand for amounts incurred or expended therefor, with interest thereon pursuant to Section 3.9 hereof, and all such amounts incurred or expended, and all such interest thereon, shall be additional Indebtedness of Mortgagor secured hereby.

3.7 Sale, Transfer or Encumbrance.

(a) Mortgagor will not further mortgage, sell or convey, or grant a deed of trust, pledge, or grant a security interest in any of the Property, or contract to do any of the foregoing, or execute a land contract or installment sales contract, enter into a lease (whether with or without option to purchase) except as expressly set forth on Exhibit B or in the ordinary course of Mortgagor's business, or

otherwise dispose of, further encumber or suffer the encumbrance of any of the Property, whether by operation of law or otherwise.

(b) Mortgagor shall pay and discharge promptly, at Mortgagor's cost and expense, all liens, encumbrances, and charges upon any part of the Property or any interest therein. If Mortgagor shall fail to discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

(c) Mortgagor will not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently zoned, and shall not grant any easements or licenses with respect to the Property.

(d) If a portion of the Property, or any beneficial interest therein, is sold, conveyed, transferred, encumbered, or full possessory rights therein transferred, whether voluntarily, involuntarily, or by operation of law, then Mortgagee may declare all sums secured by this Mortgage to be immediately due and payable, whether or not Mortgagee has consented or waived its rights in connection with any previous transaction of the same or a different nature.

3.8 Eminent Domain.

(a) Mortgagor shall give immediate notice to Mortgagee upon Mortgagor's obtaining knowledge of (i) any interest on the part of any person possessing or who has expressed the intention to possess the power of eminent domain to purchase or otherwise acquire the Property or (ii) the commencement of any action or proceeding to take the Property by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Premises. At its option Mortgagee may participate in any such actions or proceedings in the name of Mortgagee or, whenever necessary, in the name of Mortgagor, and Mortgagor shall deliver to Mortgagee such instruments as Mortgagee shall request to permit such participation. Mortgagor shall immediately pay Mortgagee, on Mortgagee's demand, any and all amounts for costs and attorneys' fees incurred by Mortgagee in an eminent domain proceeding or action relating in any way to the Property. Mortgagor shall not settle any such action or proceeding, whether by voluntary sale, stipulation or otherwise, or agree to accept any award or payment without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld. The total of all amounts awarded or allowed with respect to all right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the "Award") is hereby assigned to, and shall be paid upon receipt thereof, to Mortgagee and the amount received shall be retained and applied as provided in Paragraph 3.8(b) below.

(b) Upon Mortgagee's receipt of any Award, Mortgagee may, at its option, either: (i) retain and apply the Award toward the Indebtedness; or (ii) subject to such escrow provisions as Mortgagee may require, pay the Award over in whole or part to pay or reimburse Mortgagor for the cost of restoring or reconstructing the Property remaining after such taking (the "Remaining Property"). If Mortgagee elects to pay the Award, or any part thereof, over to Mortgagor upon the completion of the restoration or reconstruction of the Remaining Property, any portion of the Award not used for the restoration or reconstruction of the Remaining Property shall, at the option of Mortgagee, be applied in reduction of the Indebtedness; provided, however, that to the extent that such portion of the Award shall exceed the amount required to satisfy in full the Indebtedness, Mortgagee shall pay the amount of such excess to Mortgagor or otherwise as required by law. In no event shall Mortgagee be required to release this Mortgage until the Indebtedness is fully paid and performed, nor shall Mortgagee be required to

release from the lien of this Mortgage any portion of the Property so taken until Mortgagee receives the Award for the portion so taken.

(c) The application of the Award toward payment or performance of any of the Indebtedness shall not be deemed a waiver by Mortgagee of its right to receive payment or performance of the balance of the Indebtedness in accordance with the provisions of this Mortgage, the Loan Documents and in any amendments, modifications, or restatements to any of the foregoing. Mortgagee shall have the right, but shall be under no obligation, to question or appeal the amount of the Award, and Mortgagee may accept same without prejudice to the rights that Mortgagee may have to question or appeal such amount. In any such condemnation or eminent domain action or proceeding Mortgagee may be represented by attorneys selected by Mortgagee, and all sums paid by Mortgagee in connection with such action or proceeding, including, without limitation, attorneys' fees, court costs, expenses, and other charges relating thereto shall, on demand, be immediately due and payable from Mortgagor to Mortgagee and the same shall be added to the Indebtedness and shall be secured by this Mortgage.

(d) Notwithstanding any taking by condemnation or eminent domain, closing of, or alteration of the grade of, any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, the Indebtedness shall continue to bear interest until the Award shall have been actually received by Mortgagee, and any reduction in the Indebtedness resulting from the application by Mortgagee of the Award shall be deemed to take effect only on the date of such receipt thereof by Mortgagee.

3.9 Rights of Mortgagee. If Mortgagor fails to pay when due any Impositions when so required by this Mortgage, or if an Event of Default occurs under this Mortgage, Mortgagee at its option may pay such Impositions. If Mortgagor fails to perform any of its obligations under this Mortgage with respect to the Property, Mortgagee at its option may (but shall not be obligated to) perform any such obligations of Mortgagor. Mortgagee may enter upon the Property for the purpose of performing any such act, or to inspect the Property. All Impositions paid by Mortgagee and all monies expended by Mortgagee in performing any such obligations of Mortgagor (including legal expenses and disbursements), shall bear interest at twelve percent (12%) per annum, and such interest shall be paid by Mortgagor upon demand by Mortgagee and shall be additional Indebtedness secured by this Mortgage.

3.10 Conflict Among Agreements. In the event of any conflict between the provisions of this Mortgage and the provisions of the Loan Documents, the provisions of the Loan Documents shall prevail.

3.11 Notifications. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Property in excess of \$20,000;
- (b) receipt of notice of condemnation of the Property or any part thereof;
- (c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Property;
- (d) receipt of any notice of alleged default from the holder of any lien or security interest in the Property;
- (e) the commencement of any litigation affecting the Property;
- (f) any change in the occupancy of the Property; or

(g) receipt of any notice of termination of Mortgagor's charter contract or notice of suspension of Mortgagor's operations as a community school, or any action taken by Mortgagor to permanently cease operation as an Ohio community school, or any of the events occurring that requires the liquidation of the Mortgagor's assets under O.R. C. 3314.074.

3.12 Hazardous Substances.

(a) As used in this Section: (i) "Hazardous Substances": are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (ii) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup; (v) the terms "Release", "Owner", "Operator", "Environment", and "Natural Resources" shall have the same meanings and definitions as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. §9601 et seq. and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, provided, however, that as used herein the term Hazardous Substance shall also include: (A) any Pollutant or Contaminant as defined by CERCLA or by any other Environmental Law; (B) any Solid Waste, Hazardous Constituent or Hazardous Waste as defined by, or as otherwise identified by, the Resource Conservation and Recovery Act as amended 42 U.S.C. §6901 et seq. or regulations promulgated thereunder (collectively, "RCRA") or by any other Environmental Law; and (C) crude oil, petroleum, and fractions or distillates thereof; and (vi) the terms "Storage", "Treatment" and "Disposal" shall have the same meanings and definitions as set forth in RCRA.

(b) Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property (i) that is in violation of any Environmental Law, (ii) which creates an Environmental Condition, or (iii) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) Mortgagor shall promptly give Mortgagee written notice of (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge, (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (iii) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup.

(d) Mortgagor hereby agrees to release, hold harmless, defend and indemnify Mortgagee from, for and against all actual or threatened claims, costs (including but not limited to the cost of investigation, removal, remediation and other cleanup of Hazardous Substances, and reasonable fees of attorneys and other professionals, experts and consultants retained by Mortgagee) demands, orders, losses, lawsuits, liabilities, damages (including without limitation all consequential damages) and

expenses whether brought collectively or individually by Mortgagor, a governmental authority or any other third party (all the foregoing hereinafter collectively referred to as "Losses") arising from or related to any of the following:

- (i) The past, present or future Release, threatened Release, Storage, Treatment, accumulation, generation, utilization, Disposal, transportation, or other handling or migration of any Hazardous Substance on, in, onto, or from the Property.
- (ii) The violation or alleged violation of Environmental Laws occurring on or related to the Property.
- (iii) Any action taken by Mortgagee to eliminate, prevent, or mitigate the potential adverse impact on the Property or Mortgagee as a result of or in anticipation of any actual, suspected or threatened violation of Environmental Laws or Release or threatened Release of a Hazardous Substance on, in or from or otherwise affecting the Property; such action may include but need not be limited to, the disposition, distribution, sale, disclaimer, or renunciation or any portion of the Property.
- (iv) The costs of any required or necessary repair, cleanup, or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans.

Clauses (d) (i) through (iv) above are hereinafter referred to collectively as "Environmental Matters."

(e) Mortgagor hereby agrees that Mortgagee shall be reimbursed directly by Mortgagor or if a sale of all or part of the Real Estate occurs, from the Real Estate or proceeds thereof for any Losses suffered or sustained or threatened to be suffered or sustained by Mortgagee as a result of Environmental Matters, until such time as Mortgagee has been reimbursed in full.

(f) This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or deed in lieu thereof or by any other action. The foregoing covenant regarding survival shall survive such release or extinguishment.

4. EVENTS OF DEFAULT

Any of the following events shall be an Event of Default:

4.1 Cross-Default. An Event of Default occurs under any of the Loan Documents or in any amendments, modifications or restatements to any of the foregoing or any other agreement, document, or instrument evidencing, guarantying, securing or otherwise relating to the Obligations (as defined in the Loan Documents), as "Event of Default" shall be defined therein.

4.2 Breach of Covenants. Mortgagor defaults in the performance or observance of any of the following covenants:

(a) to maintain in force the insurance required by Section 3.6 (Insurance) of this Mortgage;

(b) to comply with any of the notice requirements set forth in Section 3.6 (Insurance), Section 3.8 (Eminent Domain) or Section 3.11 (Notifications) of this Mortgage; or

(c) any other covenant or agreement contained in this Mortgage.

4.3 Representation or Warranty Untrue. Any representation or warranty of Mortgagor under this Mortgage or any other Loan Document is untrue or misleading in any material respect.

4.4 Foreclosure. A foreclosure proceeding (whether judicial or otherwise) is instituted with respect to any mortgage or lien of any kind encumbering any portion of the Property.

4.5 Limitation on Amount. Mortgagor limits or attempts to limit the loan indebtedness secured by this Mortgage pursuant to Ohio Revised Code §5301.232.

4.6 Other Obligations. Any default occurs under any other obligation of Mortgagor to Mortgagee or otherwise described herein as Indebtedness.

4.7 Damage or Destruction. Any destruction, loss or damage of or to the Property in any material respect.

4.8 Termination of Status as a School. The receipt by Mortgagor of any notice of termination of Mortgagor's charter contract or notice of suspension of Mortgagor's operations as a community school, or any action taken by Mortgagor to permanently cease operation as an Ohio community school, or any of the events that requires the liquidation of the Mortgagor's assets under O.R.C. 3314.074. .

5. REMEDIES

5.1 Remedies. Upon the occurrence, and until the waiver by Mortgagee, of an Event of Default:

(a) Mortgagee may declare the entire balance of the Indebtedness to be immediately due and payable, and upon any such declaration, the entire unpaid balance of the Indebtedness shall become and be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor.

(b) Mortgagee may institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law.

(c) Mortgagee may institute a proceeding or proceedings to eject Mortgagor from possession of the Property and to obtain possession of the Property by Mortgagee, with or without instituting a foreclosure proceeding.

(d) Mortgagee may sell (the power of sale, if permitted and provided by applicable law, being expressly granted by Mortgagor to Mortgagee) the Property, and all estate, right, title, interest, claim and demand of Mortgagor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, and at such time and place and upon such terms as Mortgagee may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property.

(e) Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in this Mortgage, the Loan Documents and in any amendments, modifications or restatements to any of the foregoing.

(f) Mortgagee may apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Property to be vested with the fullest powers permitted under applicable

law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Indebtedness or the solvency of Mortgagor or any other person liable for the payment of the Indebtedness, and Mortgagor and each such person liable for the payment of the Indebtedness consents or shall be deemed to have consented to such appointment.

(g) Mortgagee may enter upon the Property, and exclude Mortgagor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto and all other Property; and having and holding the same Mortgagee may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, without interference from Mortgagor; and upon each such entry and from time to time thereafter Mortgagee may, at the expense of Mortgagor and the Property, without interference by Mortgagor and as Mortgagee may deem advisable, (i) insure or reinsure the Property, (ii) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements thereto and thereon and (iii) in every such case in connection with the foregoing have the right to exercise all rights and powers of Mortgagor with respect to the Property, either in Mortgagor's name or otherwise.

(h) Mortgagee may, with or without entering upon the Property, collect, receive, sue for and recover in its own name all rents and cash collateral derived from the Property, and may deduct therefrom all costs, expenses and liabilities of every character incurred by Mortgagee in controlling the same and in using, operating, managing, preserving and controlling the Property, and otherwise in exercising Mortgagee's rights under this Mortgage or the Loan Documents, including, but not limited to, all amounts disbursed to pay Impositions, insurance premiums and other charges in connection with the Property, as well as compensation for the services of Mortgagee and its respective attorneys, agents and employees.

(i) Mortgagee may release any portion of the Property for such consideration as Mortgagee may require without, as to the remainder of the Property, in any way impairing or affecting the position of Mortgagee with respect to the balance of the Property; and Mortgagee may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder.

(j) Mortgagee may take all actions, or pursue any other right or remedy, permitted under the Uniform Commercial Code in effect in the State in which the Property is located, under any other applicable law or in equity.

5.2 Mortgagee's Cause of Action. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage or the Loan Documents, as the same become due, without regard to whether or not the principal indebtedness or any other sums secured by this Mortgage or the Loan Documents shall be due, and without prejudice to the right of Mortgagee thereafter to institute foreclosure or otherwise dispose of the Property or any part thereof, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

5.3 Costs and Expenses. There shall be allowed and included as additional Indebtedness secured by the lien of this Mortgage, to the extent permitted by law, all expenditures and expenses of Mortgagee for attorneys' fees, court costs, appraisers' fees, sheriff's fees, documentary and expert evidence, stenographers' charges, publication costs, the costs of any environmental reports, studies, or assessments deemed necessary by Mortgagee, and such other costs and expenses as Mortgagee may deem reasonably necessary to exercise any remedies or to evidence to bidders at any sale of the Property the true condition of the title to or the value of the Property. All such expenditures and expenses

shall bear interest at twelve percent (12%) per annum, and such interest shall be paid by Mortgagor upon demand by Mortgagee and shall be additional Indebtedness secured by this Mortgage.

5.4 Proceeds. The proceeds received by Mortgagee in any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 5.3; second, to all other items which under the terms hereof constitute Indebtedness or Impositions; and, third, any surplus to Mortgagor, its legal representatives or assigns, or to third persons with rights to the proceeds, as their rights may appear.

5.5 Receiver. Without limiting the application of Section 5.1 of this Mortgage, upon, or at any time after, the filing of a suit to foreclose this Mortgage, Mortgagee shall be entitled to have a court appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice to Mortgagor or any other person, without regard to the solvency of the person or persons, if any, liable for the payment of the Indebtedness and without regard to the then value of the Property, and Mortgagee may be appointed as such receiver. The receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when Mortgagee, absent the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Property during the whole of such period. The court from time to time may authorize the receiver to apply net income in the Receiver's hands in payment in whole or in part of the Indebtedness, or in payment of any tax, assessment, or other lien that may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

5.6 Rights Cumulative. The rights of Mortgagee arising under the provisions and covenants contained in each of the Mortgage and the Loan Documents shall be separate, distinct and cumulative, and none of them shall be exclusive of the others. In addition to the rights set forth in this Mortgage or any other Loan Documents, Mortgagee shall have all rights and remedies now or hereafter existing at law or in equity or by statute. Mortgagee may pursue its rights and remedies concurrently or in any sequence, and no act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. If Mortgagor fails to comply with this Mortgage, no remedy of law will provide adequate relief to Mortgagee, and Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

5.7 No Merger. If Mortgagee shall at any time hereafter acquire title to any of the Property, then the lien of this Mortgage shall not merge into such title, but shall continue in full force and effect to the same extent as if Mortgagee had not acquired title to any of the Property. Furthermore, if the estate of Mortgagor shall be a leasehold, unless Mortgagee shall otherwise consent, the fee title of the Property shall not merge with such leasehold, notwithstanding the union of said estates either in the ground lessor or in the fee owner, or in a third party, by purchase or otherwise. If, however, Mortgagee shall be requested to and/or shall consent to such merger or such merger shall nevertheless occur without its consent, then this Mortgage shall attach to and cover and be a lien upon the fee title or any other estate in the Property demised under the ground lease acquired by the fee owner and the same shall be considered as mortgaged to Mortgagee and the lien hereof spread to cover such estate with the same force and effect as though specifically herein granted.

5.8 Waivers of Mortgagor. Mortgagor hereby waives the benefit of any stay, moratorium, valuation, or appraisal law or judicial decision, any defects in any proceeding instituted by Mortgagee with respect to this Mortgage or any Loan Documents, and any right of redemption with respect to the Property. Mortgagor waives any right to require marshalling of assets in connection with enforcement of Indebtedness and any right to require the sale of the Property in parcels or to select the order in which

parcels are to be sold. Mortgagor waives the right to all notices to which Mortgagor may otherwise be entitled, except those expressly provided for herein. No delay on Mortgagee's part in exercising any power of sale, lien, option or other right with respect to the Property, and no notice or demand which may be given to or made upon Mortgagor by Mortgagee with respect to any power of sale, lien, option or other right with respect to the Property, shall constitute a waiver thereof, or limit or impair Mortgagee's right to take any action or to exercise any power of sale, lien option, or any other right with respect to the Property without notice or demand, or prejudice Mortgagee's rights as against Mortgagor in any respect. In addition, no action taken by Mortgagee with respect to the Property shall in any way impair or limit Mortgagee's right to exercise any or all rights or remedies Mortgagee may otherwise have against Mortgagor with respect to any Indebtedness. This Mortgage shall not, in any manner, be construed as a compromise of any Indebtedness. The pledge of, and security interest in, the Property by Mortgagor to Mortgagee are absolute, unconditional and continuing and will remain in full force and effect until the Indebtedness has been fully paid and satisfied. The pledge of, and security interest in, the Property will extend to and cover renewals of the Indebtedness and any number of extensions of time for payment thereof and will not be affected by any surrender, exchange, acceptance or release by Mortgagee of any other pledge or any security held by it for any of the Indebtedness. Notice of acceptance of the pledge and security interest, notice of extensions of credit to Mortgagor from time to time, notice of default, diligence, presentment, protest, demand for payment, notice of demand or protest, notice of making, renewing or extending any of the Indebtedness and any defense based upon a failure of Mortgagee to comply with the notice requirements of the applicable version of Uniform Commercial Code are hereby waived. Mortgagee in its sole discretion may determine the reasonableness of the period which may elapse prior to the making of demand for any payment upon Mortgagor or any guarantor and it need not pursue any of its remedies against any other party before having recourse against the Property. Mortgagee, at any time and from time to time, without the consent of Mortgagor, may change the manner, place or terms of payment of or interest rates on, or change or extend the time of payment of, or renew or alter, any of the Indebtedness, without impairing or releasing the liabilities of Mortgagor of its obligations to continue to pledge or grant a security interest in the Property.

6. MISCELLANEOUS

6.1 Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted in the state of Ohio for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the applicable version of the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in such items. Mortgagor agrees that Mortgagee may file this mortgage instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage shall be sufficient as a financing statement. In addition, Mortgagor authorizes Lender to file any financing statements that Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statement and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in this Mortgage. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies in this Mortgage.

FOR PURPOSES OF THE SECURITY AGREEMENT AND FIXTURE FILING CONTAINED IN THIS MORTGAGE THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: Columbus Educational Finance LLC
c/o Graydon Head & Ritchey LLP
312 Walnut Street, Suite 1800
Cincinnati, OH 45202
Attn: Amanda Penick

DEBTOR: South Columbus Preparatory Academy
387 East Beck Street
Columbus, OH 43206
Attn: President

WITH COPY TO: Jamie Callender
The Callender Group
100 E. Broad St., Suite 690
Columbus, OH 43215

6.2 Waiver. No delay or omission by Mortgagee to exercise any right shall impair any such right or be a waiver thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. Each waiver must be in writing and executed by Mortgagee to be effective, and a waiver on one occasion shall be limited to that particular occasion.

6.3 Amendments in Writing. No change, amendment, or modification hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

6.4 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service, addressed as follows:

To Mortgagor: South Columbus Preparatory Academy
387 East Beck Street
Columbus, OH 43206
Attn: President

With a copy to: Jamie Callender
The Callender Group
100 E. Broad St., Suite 690
Columbus, OH 43215

To Mortgagee: Columbus Educational Finance LLC
c/o GH&R Business Services, Inc.
312 Walnut Street, Suite 1800
Cincinnati, OH 45202
Attn: Amanda Penick

or to such other address as the parties may from time to time designate by written notice.

6.5 Interpretation. The titles to the Sections and Paragraphs hereof are for reference only and do not limit in any way the content thereof. Any words herein which are used in one gender shall be read and construed to mean or include the other gender wherever they would so apply. Any words herein which are used in the singular shall be read and construed to mean and to include the plural wherever they would so apply, and vice versa.

6.6 Covenant Running With the Land. Any act or agreement to be done or performed by Mortgagor shall be construed as a covenant running with the land and shall be binding upon Mortgagor and its successors and assigns as if they had personally made such agreement.

6.7 Complete Agreement; Counterparts. This Mortgage and the Exhibits are the complete agreement of the parties hereto and supersede all previous understandings relating to the subject matter hereof. This Mortgage may be amended only by an instrument in writing which explicitly states that it amends this Mortgage, and is signed by the party against whom enforcement of the amendment is sought. This Mortgage may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6.8 Validity. The provisions of this Mortgage are severable. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal, or unenforceable in any respect, the remainder of this Mortgage shall not be invalidated thereby, and this Mortgage shall be construed without such provision.

6.9 Governing Law. This Mortgage for all purposes shall be construed and enforced in accordance with the domestic laws of the State of Ohio, without regard to conflicts of law principles.

6.10 Binding Effect; Assignment. This Mortgage shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto; however, Mortgagor may not assign any of its rights or delegate any of its obligations hereunder. Mortgagee may assign this Mortgage to any other person, firm, or corporation provided all of the provisions hereof shall continue in force and effect and, in the event of such assignment, any advances made by any assignee shall be deemed made in pursuance and not in modification hereof and shall be evidenced and secured by, the Loan Documents and this Mortgage.

6.11 Interest. In no event shall the interest rate and other charges related to the Indebtedness exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that a court determines that Mortgagee has received interest and other charges hereunder in excess of the highest permissible rate applicable hereto, such excess shall be deemed received on account of, and shall automatically be applied to reduce, the principal balance of the Indebtedness, and the provisions hereof shall be deemed amended to provide for the highest permissible rate. If there is no Indebtedness outstanding, Mortgagee shall refund to Mortgagor such excess.

6.12 O.R.C. 1311.14. This Mortgage secures unpaid balances of obligatory loan advances to be made by Mortgagee to Mortgagor pursuant to the terms and provisions of the Loan Documents. The Loan Documents obligate Mortgagee to advance to Mortgagor certain sums under definite and certain conditions, in a particular manner and at the times set forth therein, the total outstanding indebtedness of which, at any one time, is equal to the amount of the debt secured by this Mortgage. Mortgagee is authorized and empowered to do all things provided to be done by a Mortgagee under Section 1311.14 of the Ohio Revised Code and any amendments or supplements thereto. This Mortgage is made pursuant to Section 5301.232 and Chapter 1309, including Section 1309.334, of the Ohio Revised Code.

6.13 Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, Impositions and other amounts that become due from Mortgagor under this Mortgage, does not exceed the maximum aggregate amount of unpaid indebtedness which may be outstanding at any time, which is \$1,700,000.00. Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well.

6.14 Mortgagee's Status. Mortgagor hereby acknowledges and agrees that the undertaking of Mortgagee under this Mortgage is limited as follows:

Mortgagee shall not act in any way as the agent for or trustee of Mortgagor. Mortgagee does not intend to act in any way for or on behalf of Mortgagor with respect to disbursement of the proceeds of the indebtedness secured hereby. Mortgagee's intent in imposing the requirements set forth herein and in the Loan Documents is that of a lender protecting the priority of its mortgage and the value of its security. Mortgagee assumes no responsibility for the completion of any improvements erected or to be erected upon the Property; the payment of bills or any other details in connection with the Property; any plans and specifications in connection with the Property; or Mortgagor's relations with any contractors. This Mortgage is not to be construed by Mortgagor or anyone furnishing labor, materials, or any other work or product for improving the Property as an agreement upon the part of Mortgagee to assure anyone that such person will be paid for furnishing such labor, materials, or any other work or product; any such person must look entirely to Mortgagor for such payment. Mortgagee assumes no responsibility for the architectural or structural soundness of any improvements on or to be erected upon the Property or for the approval of any plans and specifications in connection therewith or for any improvements as finally completed.

6.15 Definitions. Capitalized terms used herein which are not otherwise defined shall have the meaning set forth for them in the Loan Documents.

6.16 No Third Party Beneficiaries or Fiduciary Relationship. This Mortgage is made for the sole benefit of Mortgagor and Mortgagee, and no other person(s) or entity (entities) shall have any benefits, rights, or remedies under or by reason of this Mortgage, or under the Loan Documents, including, without implied limitation, the State of Ohio, the City of Columbus, or any students or families attending Mortgagor's school, or by reason of any actions taken by Mortgagee pursuant to this Mortgage. The relationship between Mortgagor and Mortgagee is, and shall at all times remain, solely that of borrower and lender. No other party including the State of Ohio is a beneficiary, third-party or otherwise, under this Mortgage or the Loan Documents. Mortgagee, by making the Loan or taking any action pursuant to any of the Loan Documents, shall not be deemed a partner or a joint venturer with Mortgagor or fiduciary of Mortgagor. The Mortgagee shall not owe any fiduciary duty to Mortgagor or to the community school that Mortgagor is operating on the Property and with the funds provided to Mortgagor by the Mortgagee under the Loan Documents.

7. ASSIGNMENT OF RENTS AND LEASES

7.1 Assignment of Rents. Mortgagor hereby grants, transfers, and assigns and sets over to Mortgagee all right, title and interest in and to, all rents, issues, profits and privileges (now due or which may hereafter become due) of, (a) the Property and all improvements at any time constructed thereon or any personal property or fixtures at any time installed or used therein, and (b) all leases now or hereafter existing on all or any part of the Property, whether written or oral, or any letting or any agreement for the use or occupancy of any part of the Property which may heretofore have been or which may hereafter be made or agreed to between Mortgagor or any other present, prior, or subsequent owner of the Property, or any interest therein, or which may be made or agreed to by Mortgagee, its successors or assigns, under the powers herein granted and any tenant or occupant of all or any part of the Property (the

"Leases" and each, a "Lease"), all for the purpose of securing the prompt payment, performance, and discharge, when due, of the Indebtedness.

7.2 Representations. Mortgagor hereby represents that (a) Leases are valid and enforceable and no default exists under the Leases, (b) Mortgagor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby, and the same have not been sold, assigned, transferred, or set over by any instrument now in force, and shall not at any time during the life of this Mortgage be sold, assigned, transferred, or set over by Mortgagor or any other person or persons taking under or through Mortgagor, except pursuant to this Mortgage; and (c) Mortgagor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Mortgagee the rights, interests, powers and authorities herein granted and conferred.

7.3 Further Assurances. Mortgagor shall from time to time execute any and all instruments reasonably requested by Mortgagee in order to effectuate this Mortgage and to accomplish any of the purposes that are necessary or appropriate in connection with this assignment of the leases of the Property, including without limitation, specific assignments of any Lease or agreement relating to the use and occupancy of the Property or to any part thereof now or hereafter in effect, as may be necessary or desirable in Mortgagee's opinion in order to further secure Mortgagee hereunder.

7.4 Lease Modification. Mortgagor shall not (i) amend, extend, or modify any Lease, (ii) waive or release lessees from obligations under any Lease, (iii) terminate or accept from a tenant the termination of any Lease, (iv) consent to the mortgage or subleasing of the lessee's interest under any Lease, or (v) evict or institute proceedings to evict any tenant under a Lease, without the prior written consent of Mortgagee, which may be withheld in Mortgagee's sole and absolute discretion. Notwithstanding the foregoing, the activities set forth in items (i) through (v) of the immediately preceding sentence shall be permitted without Mortgagee's consent to the extent: 1) they arise in the ordinary course of Mortgagor's business, 2) do not materially adversely impact Mortgagee's rights, and 3) Mortgagor provides Mortgagee with prior written notice of the activity in form and substance satisfactory to Mortgagee.

7.5 Lack of Responsibility. Mortgagee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, power, or authority are herein granted; and Mortgagee shall not be responsible for, or liable under, any of the agreements undertaken or obligations imposed upon Mortgagor as lessor under any of the Leases or other agreements with respect to the Property. Mortgagee shall be accountable only for the amounts, if any, actually received by it under the terms of this Mortgage.

7.6 Effective Date. The parties agree that this Mortgage is an actual assignment effective as of the date hereof, and that upon demand made by Mortgagee on the lessor or lessee under any of the Leases or on any person liable for any of the rents, issues, and profits of and from the Property or any part thereof, such lessor or lessee or person liable for any of such rents, issues, and profits shall, and is hereby authorized and directed to pay to or upon Mortgagee's order, and without any inquiry of any nature, all rents and other payments then or thereafter accruing under the Leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay rents, issues, or profits in connection with the Property.

7.7 Collection and Application of Rents. As long as no Event of Default exists under the Indebtedness secured hereby, Mortgagee agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the rents, issues, or profits hereby assigned, but shall permit Mortgagor to collect all such rents, issues, and profits from the Property and the Leases on, but not prior to, accrual, and Mortgagor shall apply the same (i) first, to the payment of taxes and assessments upon the Property before penalty or interest is due thereon, (ii) second, to the cost of such

insurance and of such maintenance and repairs as are required by the terms of the Loan Documents, and (iii) third, to the payment of principal, premium (if any) late charge or fees and interest becoming due on the Loan Documents, before using any part of the same for any other purposes; provided, however, that notwithstanding the provisions of this section, all lessors and lessees under the Leases and all persons liable for rents, issues, and profits of and from the Property shall comply with any demands for rents made by Mortgagee pursuant to the provisions of this Mortgage without reference to whether or not the same is made in accordance with this section and without further consent from Mortgagor.

7.8 Default; Remedies. Upon or at any time after the occurrence of an Event of Default under the Indebtedness, Mortgagee may declare all sums secured hereby immediately due and payable and may, at Mortgagee's option, without notice, either in Mortgagee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Property and each and every part thereof, and in connection therewith, Mortgagee may make, enforce, and modify any of the Leases; fix or modify rents; repair, maintain, and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for or otherwise collect or reserve any and all rents, issues, and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Mortgagee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Mortgagee may deem necessary and appropriate in and about the Property for the protection thereof and of Mortgagee's rights hereunder or under the Loan Documents, and any and all amounts expended by Mortgagee in connection with the foregoing shall constitute additional Indebtedness secured hereby. Mortgagee shall apply any monies collected by Mortgagee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any Indebtedness secured hereby in such order and manner as Mortgagee may determine. The entering upon and taking possession of the Property; the collection of rents, issues, and profits; the exercise of any rights hereinabove specified; and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Loan Documents.

7.9 Tenants. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Mortgagee without investigation as to the reason for any action taken by Mortgagee or the validity or the amount of indebtedness owing to or the existence of any default hereunder or under the Loan Documents, or the application to be made by Mortgagee, of any amounts to be paid to Mortgagee. Mortgagee's sole signature shall be sufficient for the exercise of any right under this Mortgage and Mortgagee's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Mortgage shall be made to the exclusive order of Mortgagee.

7.10 Performance of Obligations. Mortgagor shall perform all of its obligations as lessor or lessee under any of the Leases, and shall give prompt notice to Mortgagee of any notice of default by Mortgagor under any of the Leases, together with a complete copy of any such notice. Mortgagor shall enforce the performance and observance of each and every covenant of the lessors or lessees under the Leases.

7.11 Operation of Property. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, nor shall this Mortgage operate to place upon Mortgagee responsibility for the control, operation, management, or repair of the Property or the carrying out of any of the terms and conditions of any of the Leases; nor shall this Mortgage operate to make Mortgagee liable for any waste committed on the Property by the lessor or lessee under any of the Leases or committed by any other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair, or control of the Property, resulting in loss, injury or death to any tenant, licensee, employee, invitee, or stranger.

EXHIBIT B

Restrictions on the Premises Approved by Mortgagee

1. Access to and maintenance of any utility easements, whether specified or implied, as retained by the City of Columbus, Ohio across the property as specified in Ordinance No. 256-58.
2. Memorandum of Purchase Option and Right of First Refusal, of even date herewith, by and between South Columbus Preparatory Academy, an Ohio non-profit corporation, and _____, a(n) _____, recorded at Book _____, Page _____ of the Franklin County, Ohio records.

7.12 Indemnification with respect to Leases. Mortgagor shall, and does hereby agree to, indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any of the Leases or under or by reason of this Mortgage and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases, except for liability, loss, or damage and all claims and demands arising from actions taken by Mortgagee or its authorized representatives hereunder. Should Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason of this Mortgage, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, Mortgagor shall reimburse Mortgagee therefor immediately upon demand, and upon Mortgagor's failure to do so, Mortgagee may declare all such sums immediately due and payable. The provisions of this Section shall survive termination of this Mortgage and repayment or satisfaction of the Indebtedness secured hereby.

7.13 Advance Rent. Mortgagor has not and shall not accept rent in advance under any of the Leases except only monthly rents for current months which may be paid in advance.

8. DEFEASANCE

8.1 Defeasance. If Mortgagor shall keep, observe and perform all of the covenants and conditions of this Mortgage on its part to be kept and performed and shall pay and perform, or cause to be paid and performed, all of the Indebtedness whether now outstanding or hereafter arising, including all extensions and renewals thereof, and all of the other Indebtedness, then Mortgagee shall release this Mortgage upon the request and at the expense of Mortgagor, otherwise this Mortgage shall remain in full force and effect.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

MORTGAGOR:

South Columbus Preparatory Academy,
an Ohio non-profit corporation

By: [Signature]
Name: Debra Hurst
Title: Chairwoman

State of OHIO)
County of Franklin) ss:

Before me, the undersigned, a Notary Public, personally appeared DEBRA HURST, the CHAIRWOMAN of South Columbus Preparatory Academy, an Ohio non-profit corporation, and acknowledged execution of the foregoing instrument on behalf of such non-profit corporation, this 26 day of MAY 2020.

[Signature]
Notary Public
ADRIAN MOORE
Printed

My Commission Expires:
12/20/21

My County of Residence is:
Franklin

This instrument prepared in its unexecuted
Form without benefit of title examination by:
Graydon Head & Ritchey LLP
Amanda J. Penick, Esq.
312 Walnut Street, Suite 1800
Cincinnati, Ohio 45202



ADRIAN D. MOORE
Notary Public, State of Ohio
My Commission Expires
December 20, 2021

EXHIBIT A

The Premises

Situated in the State of Ohio, County of Franklin, City of Columbus, and being more particularly described as follows:

Being Lots Numbers Twenty (20) through Twenty-Five (25), both inclusive, in the Franklin County Addition as the same are numbered and delineated on the plat thereof, of record in Plat Book No. 3, Page 356, Recorder's Office, Franklin County, Ohio.

Also:

Situated in the State of Ohio, County of Franklin, City of Columbus, Range 22, Township 5, half section 27, Refugee Lands and being a part of the Old Franklin County Infirmary Grounds and being more particularly described as follows:

Beginning at a stone in the intersection of the south side of Beck Street with the west side of the first alley east of the old infirmary buildings; thence south with the west line of said alley One Hundred Seventy (170) feet to a stake; thence west parallel with said Beck Street One Hundred Eighty (180) feet; thence north parallel with the above named alley One Hundred Seventy (170) feet to the south line of Beck Street; thence with the south line of Beck Street One Hundred Eighty (180) feet to the place of beginning, containing 70/100 acres of land.

Together with any and all interest Mortgagor may have in that portion of the alleys/streets/rights-of-ways as vacated by the City of Columbus by Ordinance No. 256-58.

CERTIFICATION OF RESOLUTION
REVISED EDUCATION PLAN AND ADDENDUM TO SPONSOR
CONTRACT WITH ST. ALOYSIUS

South Columbus Preparatory Academy at German Village
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of South Columbus Preparatory Academy at German Village (the "School") hereby resolves as follows:

WHEREAS the Board entered into a sponsor contract with St. Aloysius (the "Sponsor Contract"); and

WHEREAS the Board wishes to enter into an addendum to the Sponsor Contract (the "Addendum") to amend the Education Plan in order to permit the School to offer blended learning for the 2021/2022 academic year.

IT IS HEREBY RESOLVED that the Board of South Columbus Preparatory Academy at German Village approves an amendment to the School's Education Plan to add a Blended Learning Plan. The amendment to the Education Plan, which incorporates the Blended Learning Plan, is attached as Exhibit A and incorporated herein as if restated in its entirety. This amendment to the School's Education Plan shall expire on June 30, 2022. This Blended Learning plan is in conformance with the blended learning operation standards promulgated under, and is implemented per, O.R.C. 3302.41(B).

IT IS FURTHER RESOLVED that the Board authorizes the Board Chair to enter into the Addendum to the Sponsor Contract with St. Aloysius for the purposes of allowing blended learning to in accordance with ORC 3314.03(A)(29)(a)-(g), for the 2021/2022 academic year. This Addendum to the Sponsor Contract shall expire on June 30, 2022.

IT IS FURTHER RESOLVED that the Board Chair is authorized and directed to execute any and all forms and/or documents required in connection with or by reason of this resolution.


APPROVAL AND ADOPTION

Motion to approve the Revised Education Plan and Contract Amendment (with without amendment(s),

made by Sean Herod, seconded by Heather Simonis

Board Member Name	AYE	NAY	OTHER (Not present, Abstain, etc.)
Kelly Dyer	✓		
Sean Herod	✓		
Scott Pullins	✓		
Heather Simonis	✓		
Dedra Hurst, Chair	✓		

Executed and adopted by a vote of the Board on this 8 day of March, 2022.



Dedra Hurst, Chair
South Columbus Preparatory Academy at German Village

AMENDMENT TO THE EDUCATION PLAN

This will certify that on **March 8, 2022** at a meeting of the Governing Authority for South Columbus Preparatory Academy, the Board unanimously passed the following amendment to the Education Plan:

RESOLVED, that the Governing Authority for South Columbus Preparatory Academy approves an amendment to the St. Aloysius Sponsor Contract to approve a Blended Learning Plan that includes the following in accordance with 3314.03(A)(29)(a-g):

(a) An indication of what blended learning model or models will be used;

We know that it is important to be prepared if a new or current COVID-19 variant reduces the opportunity for in-person learning. Examples of this type of event could include a staff shortage due to illness, cleaning recommendations, an increase in student infection rates or other unforeseen circumstances. If needed, the leadership team at our school is prepared to move all learning to a fully virtual education program. This would require that all students and staff utilize the Canvas learning platform through the school-provided computer devices or use paper packets until computer devices can be distributed and operational. Learning during this emergency scenario would include a mix of synchronous and asynchronous activities. Student engagement and work expectations would remain as consistent as possible to maintain the authenticity of the learning environment and compliance with Board adopted policies and calendars. Children receiving IEP and other specialized services would continue to receive these services virtually, as scheduled, as required by the state of Ohio. If this blended learning plan is necessary, clear and consistent communication with all families will be necessary through all media and print channels.

(b) A description of how student instructional needs will be determined and documented;

In the event of blended learning, we will continue to utilize the following components of a comprehensive instruction and growth monitoring system for our students.

- a. IEP and 504 intervention logs
- b. iReady progress logs - This online assessment, given in the fall, winter and spring to all students, regardless of their modality, allows us to measure the academic growth of our students in both mathematics and reading. Reports within the system allow us to see which students are on track for meeting grade level goals, which ones are exceeding the expected pace for growth and which ones are not meeting the growth targets. This crucial information forms the basis for the support we provide students.
- c. Regular communication with parents and guardians
- d. Teacher feedback within the Canvas LMS
- e. Test data
- f. Heggerty's Screeners- The Phonemic Awareness Screener assessment was created to help teachers determine if phonemic awareness should be included as part of a reading intervention plan for a student in 2nd grade and above. Students who struggle to decode words in print or who struggle to encode words when writing may benefit from explicit phonemic awareness instruction.
- g. Running records- allow you to assess reading behavior as students read from developmentally appropriate texts.
- h. Short cycle assessments-Used to assess the current skill level of students based on standards
- i. Mock assessments

- j. Third Grade Reading Guarantee data
- k. Rtl process
- l. Submission of paper packets and progress monitoring evidence

(c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;

In-person methods for determining competency, granting credit and promoting students to a higher grade level will be continued in the online format. Online time will be substituted for traditional seat time.

(d) The school's attendance requirements, including how the school will document participation in learning opportunities;

While a student is utilizing online/at-home learning the school will document the hours the student spends engaged in online/at-home learning and will ensure that the documentation meets the expectations outlined in the FTE manual for documenting non-classroom-based learning opportunities.

When using synchronous learning, teachers will log student attendance. When using asynchronous learning, teachers will use evidence of participation to track attendance. Depending on the particular learning activity, evidence of participation may be determined by learning management system log-ins, completion of assignments, and/or interaction with the teacher via messages, emails, phone/online calls, video, or other modalities. Student participation will be maintained on ODE's Alternative Learning Opportunity Documentation Log or on a similar template requiring teacher/staff signature. Documentation will include at least these elements:

- a. Student SSID
- b. Brief description of learning opportunities, for example, class or course information
- c. Dates and times of actual learning opportunities
- d. Total of verified learning opportunities time
- e. Teacher certification of the reported learning opportunities

It is imperative that students be in attendance each school day, even during blended learning, in order to not miss a significant portion of their education. Important learning results from active participation in the classroom or virtual setting.

TRUANCY:

Truancy processes, policies and guidelines will remain consistent even if the school transitions to blended learning.

The truancy policy includes:

A "habitual truant" is a child of compulsory school age who is absent without legitimate excuse for thirty or more consecutive school hours (including virtual hours counted during blended learning), forty-two or more school hours in one school month, or seventy-two or more school hours in a school year. A child is "excessively absent" if he or she is absent, with or without excuse, for thirty-eight or more hours in one school month or sixty-five or more school hours in one school year. Ohio law demands that any student who, without legitimate excuse, fails to participate in 72 consecutive hours of learning opportunities offered to the student by the School shall be automatically removed from enrollment at the School. The School will provide notice of such a removal to the student, the student's parent/guardian, the public school district in which the student's parent/guardian resides and any other agency required by law. The School shall

attempt to address student attendance problems through a variety of prevention and intervention strategies. These measures may include, but are not limited to, the following:

1. Assignment of student to an Absence Intervention Team, who will work with the student and the student's parent/guardian to develop an appropriate intervention plan;
2. Notification to the student's parent/guardian within seven (7) days of an absence triggering a determination of 'habitual truancy' or 'excessive absences';
3. Offering counseling and community resource guides to the student and the family of a student with attendance/truancy problems;
4. Requiring the parent/guardian to contact the School to discuss the student's absences;
5. Giving a student and his/her parent/guardian written notice of the possible legal consequences of truancy; and/or
6. Referring the matter to the local juvenile court for consideration; The School will endeavor to work cooperatively with the local juvenile court and other appropriate state and local agencies to deal with the issue of excessive absences and habitual truancy.

The School will assure:

1. The attendance policy will be issued annually to parents/guardians (parents/guardians are asked to acknowledge receipt of the policy in writing);
2. The School will maintain a "flagging" system to identify students who may become excessively absent or habitually truant before they meet the mandatory timelines for classification as such. Parent/Guardians of these students are to be informed of the concern and consequence of such absenteeism;
3. An attendance officer is appointed for the School. This attendance officer will oversee the Absence Intervention Teams, strategies, plans and processes. This person may also be subpoenaed to Court to verify and testify should there be questions about attendance issues;
4. The School shall designate an Attendance Intervention Team comprised of at least two representatives of the School who will work together with students and parents on absence intervention plans, strategies and efforts;
5. The parent/guardian of a student with attendance/absence/truancy issues will be invited to participate as a member of the Absence Intervention Team that is assigned to that student;
6. Letters of notification and warning will be sent by USPS mail, electronic mail or other manner requested by the to the parent/guardian of each excessively absent or habitual truant; and
7. The School will ensure that all required reports are made when a child meets the habitual truant or excessive absence standard. Teachers are encouraged to consult with the PRINCIPAL about a student's attendance problems and to suggest to students and their parents that more formal intervention may become necessary.

(e) A statement describing how student progress will be monitored;

During blended learning, teachers will use online coaching that is conducted during the teacher's synchronous sessions. This allows for visual monitoring of student progress. In addition, progress will be monitored through asynchronous methods listed below. Student grades will be tracked via PowerSchool and will correspond to the work done by students within the Canvas platform as well as asynchronous learning activities.

We monitor scholars academically through the synchronous and asynchronous strategies and processes listed below:

- iReady
- Heggerty's Screeners

- Running records
- Short cycle assessments
- Mock assessments
- Third Grade Reading Guarantee data
- Rtl process
- Virtual classroom sessions
- 1:1 virtual teacher/student interactions
- Paper packets and progress monitoring evidence

Upon completion of the screeners and diagnostics, teachers analyze data, and track the progress of each scholar. Teachers determine an individualized pathway from the data collected for each scholar.

(f) A statement describing how private student data will be protected;

This policy explains how ACCEL Schools collects, uses, and shares information about you and the choices that you can make about the way your information is collected, used, and shared. Your use of ACCEL School's website signifies your acceptance of the terms of this policy.

Sites Covered by this Privacy Policy: This Privacy Policy applies to all services and sub-sites provided or made available under the following addresses: www.the-academies.com and www.ACCELSchools.com. By visiting this website, you are agreeing to the current terms of this Privacy Policy. You further agree that ACCEL Schools shall have the right to amend these terms at any time by making the amended policy available on one or more web pages on the sites.

Types of Information Collected on ACCEL School's Sites: There are two types of information collected on ACCEL School's websites: personally identifiable Information and Non-Personally Identifiable Information. a. **Personally Identifiable Information** Personally Identifiable Information ("personal information") is information that identifies you as an individual, such as your name, mailing address, email address, and age range. Personal information is obtained only when you voluntarily provide such information to us. ACCEL School uses personal information to better understand your needs and interests and to provide you with better service. For example, you may be asked to voluntarily submit your email address to us when communicating to us or to submit your name and email address when entering a sweepstake or contest. Once you choose to provide us with personal information, you authorize ACCEL School to use such information to contact you. b. **Non-Personally Identifiable Information** ("non-personal information") is information that does not identify you as an individual. Non-personal information includes your browser type, IP address, the URL of the previous website you visited, your browsing activity on the Sites, and other non-personal information. ACCEL Schools may automatically collect certain types of non-personal information from you when using its sites. You also authorize ACCEL Schools to collect non-personal information in this manner. You also authorize ACCEL Schools to collect any non-personal information that you may choose to voluntarily provide, such as information included in an anonymous response to a questionnaire or survey.

How we Collect Information: ACCEL Schools collects data both when you provide information to us voluntarily and when you automatically provide information through your use of its Sites.

Information You Provide Voluntarily: If you choose to use certain services on the Sites, we may require you to provide contact and identity information. Where possible, we indicate which fields are required and which fields are optional. If you choose not to use a particular service or feature, you do not have to provide the contact or identity information it calls for.

Information you Provide Automatically IP Address: The sites may collect IP addresses for the purposes of system administration, server monitoring, and diagnosis, and compiling aggregate information. When you visit a particular web page on any site, our servers may log your IP address.

Cookies: ACCEL School sites may use cookie technology to improve your experience on the sites and gather data for website statistical reporting. A cookie is a small piece of information sent by a web site that is saved on your computer by your web browser. It holds information a site may need to personalize your experience and gathers web site statistical data, such as which pages are visited, what is downloaded, your internet service provider's domain name and location, and the addresses of referring sites. By using the sites, you authorize ACCEL Schools to collect information through the use of cookies, provided that your browser is configured to accept them.

Web Beacons: The sites may use web beacons to serve advertising, enhance email advertising, and track usage. If you visit a page on the sites that contains a web beacon, it communicates with your computer to determine, among other things, whether you have been to that page before or viewed a particular advertisement.

Who We Share Information with: ACCEL Schools may employ other companies and individuals ("agents") to perform services on behalf of ACCEL Schools Sites, such as sending emails, providing marketing assistance, web site management, and analyzing data. Such agents will have access to personal and non-personal information only as necessary to perform these services and are not permitted to use it for any other purpose. ACCEL Schools may also work with other companies ("partners") to provide co-branded services or promotions. To provide such service to you, it may be necessary for us to share your personal information with our partners. The partner will only be able to use the information as necessary to perform the requested service or in aggregate form for statistical reporting. When you go to other websites, including those that link to or from our site, those other sites may collect personal and non-personal information about you. The information practices of those other sites are not covered by the Privacy policy. You agree that ACCEL Schools has no liability or responsibility for those sites or their own policies. We encourage you to read and understand the privacy policies on those sites. ACCEL Schools reserves the right to share your personal information with third parties if it believes such action is necessary in order to (a) confirm with the requirements of the law or to comply with legal process served upon us; (b) protect or defend its legal rights or property, ACCEL School sites, or other users; or (c) investigate prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person or violations of the Terms and Conditions of the ACCEL School sites.

Opting Out: If you provide your email address, ACCEL Schools may periodically send you email messages describing updates, new features, and/or news related to the sites. You can choose to stop receiving this email by following the unsubscribe instructions included in your email. If you do not explicitly choose to receive informational emails, the only email messages you will receive from ACCEL Schools will be in response to email inquiries that you initiate.

Children's Online Privacy Protection: The Sites do not knowingly collect personally identifiable information from children under the age of 13. If we learn that personal information on a child under the age of 13 has been collected, ACCEL Schools will delete that information from our system.

Information Security: No data transmission over the Internet or any wireless network can be guaranteed to be secure. You agree that ACCEL Schools cannot warrant the security of any

information you transmit to using the Sites and that any transmissions you make are at your own risk.

Contacting us: If you have any questions or comments about our Privacy Policy and/or the way it affects you, please free to contact us by phone at (216) 583-5230 or sending a letter via US Mail to:

Attention: Webmaster ACCEL Schools
4700 Rockside Road, Summit
Suite 345
Independence, OH 44131

TERMS AND CONDITIONS: This Privacy policy is subject to the Terms of Service for the sites

(g) A description of the professional development activities that will be offered to teachers.

The school will offer professional development activities to support the needs of teachers during blended learning. Professional development activities may include:

- Classroom Management in the blended learning environment
- Differentiation in the blended learning environment
- iReady implementation
- Short Cycle Assessment implementation
- Heggerty screeners implementation
- RTI Processes and Procedures in the blended learning environment
- Supporting Special Education in the blended learning environment
- State Support Team Trainings
- Equity Based Professional Development

FURTHER RESOLVED, the Governing Authority will ensure the plan is completed and blended learning is implemented per O.R.C. 3302.41(B). This amendment expires on June 30, 2022.



Signature of the Governing Authority President

South Columbus Preparatory Academy at German Village

School Name:	South Columbus Preparatory Academy	Date:	3/16/2017
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6.3a Mission, Vision, Philosophy

The mission should answer the question *why do we exist?* The vision should answer the question *what do we hope to become?* Likewise, a school's philosophy should answer the question *what do we value and believe about educating students?*

• Mission	6.3a	• MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
The mission of South Columbus Preparatory Academy is to prepare a diverse community of elementary school students to be successful in college and in their careers through a flexible and highly individualized educational experience that develops analytical, compassionate, disciplined, and self-directed learners.		
• Vision	6.3a	• VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
<p>Our vision is to develop students who are curious and creative learners who succeed through a rigorous academic program and high academic goals. We will ensure that they become critical thinkers who possess technological competence. Our students will embrace diversity, learn to act responsibly, and contribute to our community through service and good stewardship of our resources. Our educators will ensure that all students can meet or exceed rigorous academic standards. They will be compassionate and empathetic but not enablers or have low expectations. Teachers, staff, and administrators will all work together to form a rich professional learning community. Through the examination of our instructional practices and data, we will adjust our teaching and operational systems in order to continuously improve. Our Families and Community are integral to the success of our students and schools, and they will be treated as active, engaged and welcomed partners.</p> <p>We offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child. Below are core, compelling beliefs that provide the basis for the vision statement of the school's program:</p> <ul style="list-style-type: none"> ▪ Everyone deserves a chance at receiving an appropriate individualized education and being successful in life; ▪ Everyone deserves a chance to become all (s)he can be; ▪ No single educational approach or philosophy is right for everyone; ▪ Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace; ▪ Schools need to teach students rigorous 21st Century skills. 		
• Philosophy	6.3a	• PHILOSOPHY (What do we value and believe about educating students?) State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by

		which the school will operate.
<p>In embracing a new vision of challenging learning activities, our curriculum for all students emphasizes the integration of higher order thinking skills, authentic tasks, and mixed-ability groupings. Instead of students practicing discrete, isolated skills (such as spelling and punctuation done on worksheets), the curriculum stresses composition, comprehension, and applications of skills. Rather than treating basic skills as an obstacle that must be surmounted before exposing students to more complex and meaningful learning activities, we give at-risk students opportunities to learn and practice basic skills in the context of working on authentic tasks. At-risk students work more in heterogeneous groupings as part of collaborative classrooms and less in ability groupings or pull-out classes for compensatory instruction. They are judged on their ability to perform a complex task and to reflect on and describe the thinking that went into it rather than on their facility with multiple-choice tests.</p> <p>Research on classrooms that have put constructivist teaching and learning models into practice also indicates that technology can enhance student engagement and productivity. More specifically, technology increases the complexity of the tasks that students can perform successfully, raises student motivation, and leads to changes in classroom roles and organization. These role changes, with students moving toward more self-reliance and peer coaching, and teachers functioning more as facilitators than as lecturers, support educational reform goals for all students.</p> <p>The school will serve students in grades K-8 whose families desire school choice. We will provide a safe, secure and positive individualized learning environment for children as an alternative to traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The school serves students who have either been displaced or underserved by traditional public schools. Since our students often arrive more than one full grade level behind, our instruction is focused on mastery of standards not time in the seat.</p> <p>All students have different needs, learn at various rates and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project-based learning, interest driven and talent-driven opportunities with a healthy mind and body emphasis. Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st century learners as well as competent 21st century citizens. Students will learn and grow with the guidance of Highly Qualified Teachers, Instructional Aides, and Intervention Specialists. The school will provide a safe and nurturing environment, placing a premium on self-discipline, individuality and responsibility. The dedicated staff will work in small groups and one-on-one with students, addressing not only their learning issues but also their life situations that have prevented success in traditional schools.</p>		

6.3b Curriculum

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: *What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served?* Each of the items below should be addressed with strong evidence and detail.

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| <ul style="list-style-type: none"> Curriculum – Learning Standards | 6.3b | <ul style="list-style-type: none"> Provide the specific learning standards students are to achieve in <u>all</u> core content areas and a detailed description of the non-core content (i.e., physical education, music, art, technology, etc.) areas offered by the school. |
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The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the Ohio Learning Standards (OLS) for English Language Arts, mathematics, science, social studies, visual arts, and physical education.

English Language Arts Model Curriculum Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx>

Mathematics Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/Math-Standards.pdf.aspx>

Ohio's Science Learning Standards: <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>

Ohio's Social Studies Learning Standards: <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

Ohio's Music Learning Standards: <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Fine-Arts/Ohio-Music-Standards-Final-2.pdf.aspx>

Ohio's Visual Arts Standards: <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Fine-Arts/Ohio-Visual-Art-Standards-Final-2.pdf.aspx>

The Ohio Association of Health, Physical Education, Recreation, and Dance (OHPERD): <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx>

The Ohio Technology Learning Standards <http://education.ohio.gov/getattachment/Topics/Academic-Content-Standards/Technology/Ohio-s-2003->

Academic-Content-Standards-in-Technolo/Technology_ACS.pdf.aspx		
Curriculum - Model	6.3b	2) Provide evidence of the school's written curriculum that includes standards, assessments, differentiation strategies, etc. as an attachment (Attachment #). Describe the research supporting the model.
<p>South Columbus Preparatory Academy will use the Ohio Learning Model. http://education.ohio.gov/Topics/Learning-in-Ohio Teachers will implement the Ohio Learning Model so that we are in alignment with the state standards for each grade level.</p> <p>Ohio's English Language Arts Model Curriculum: http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/Model-Curriculum-for-English-Language-Arts</p> <p>Ohio's Mathematics Model Curriculum: http://education.ohio.gov/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics</p> <p>Ohio's Science Model Curriculum: http://education.ohio.gov/Topics/Learning-in-Ohio/Science</p> <p>Ohio's Socials Studies Model Curriculum: http://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies</p> <p>Fine Arts Model Curriculum: http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Model-Curriculum</p> <p>The Ohio Association of Health, Physical Education, Recreation, and Dance (OHPERD): http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx</p>		
Curriculum – Maps and Pacing Guides	6.3b	3) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.
<p>The Head of School and Director of Academics will with the teachers to develop the curriculum maps and pacing guides for South Columbus Preparatory Academy. The resources from Houghton Mifflin Harcourt (HMH) for Reading, Mathematics, Social Studies and Sciences provide a starting point for the development of both documents. To ensure there are no additional gaps, our team will work together to create curriculum maps for every core subject and grade level. The pacing guides will be developed to provide a timeline for moving through the curriculum. The driving force in the curriculum mapping process was the review of the ODE Model Curriculum. We will continue to review these the curriculum to ensure the OLS are accurately met.</p> <p>Curriculum Maps</p> <p>A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows</p>		

		<p>teachers to check for gaps and redundancies. It is a process for collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for each subject area and grade level. All School Curriculum Maps and Pacing Guides will be continuously updated.</p> <p>Curriculum maps in ELA and Mathematics will be created using the model curriculum and maps from HMH Journeys and HMH Go Math. Curriculum maps in Mathematics were research-based and created by HMH Go Math. We will follow the curriculum maps and pacing for this content.</p> <p>Curriculum maps in Science and Social Studies will be developed using:</p> <ul style="list-style-type: none"> -ODE Model Curriculum and Ohio Learning Standards -A publisher's planning/pacing guide, which may include suggestions for pacing instruction. -Assessment schedules -Teacher expertise in grade level and content <p>The major difference between curriculum maps and pacing guides is that curriculum maps are what will be taught during the current school year, while pacing guides are when and for how long content will be taught.</p> <p>Pacing guides</p> <p>Pacing guides are like timelines showing what each teacher cover over the course of a year. Each subject area follows a logical sequence within a grade level and between grade levels. The pacing guides will sequence the Ohio Learning Standards in a logical and progressive manner. The pacing guides will outline what is to be taught, when it is to be taught and for how long it is to be taught. The pacing guides will outline the scope – the set of topics that will be studied. The scope is the breadth and depth of the course content. We will have the following goals for our pacing guides:</p> <ul style="list-style-type: none"> • To guide teachers to understand what, when, and for how long they are going to teach the standards. We will encourage different teaching styles, but want to ensure the standards, assessments, and basic content are taught in a way that will allow our teachers to examine data and make informed decisions to increase student outcomes. • To allot more time for more in-depth standards. To determine which standards may need more time, we reviewed the OLS looking for difficult standards, standards with multiple layers or sub-standards. • To involve teachers in the development and review of the pacing guides. Pacing guides will be reviewed
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		<p>during Professional Development meetings during summer, weekly grade level meetings, and professional development days in correlation with data review to inform decision making and adjust pacing, breadth and depth.</p> <p>Curriculum maps and pacing guides for Art, Music, and PE will be created by the specialists. When possible, the specialists will work collaboratively with other ACCEL teachers in the same subject area to develop curriculum maps and pacing guides. For curriculum mapping, the specialists will go through the process of collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for the subject area (Art, Music, PE) and grade level. The completed curriculum map will then become a tool that helps teachers keep track of what has been taught and plan what will be taught. The pacing guide will be developed in order to help plan the year to enable the teachers to cover necessary material.</p>
Curriculum – Lesson Template	6.3b	4) Explain what specific components is to be included in model lesson plan template and rationale.
		<p>Introduction</p> <ul style="list-style-type: none"> <input type="checkbox"/> Learning/Curriculum objectives <input type="checkbox"/> Starter activity to assess prior knowledge <p>Lesson body/procedures</p> <ul style="list-style-type: none"> <input type="checkbox"/> Teacher-facilitated lesson <input type="checkbox"/> Guided practice <input type="checkbox"/> Workshop <input type="checkbox"/> Closure <input type="checkbox"/> Individual practice <p>Assessment</p> <ul style="list-style-type: none"> <input type="checkbox"/> Review what was learned against the objectives identified at the start of the lesson, short cycle assessments on two week intervals. <input type="checkbox"/> Extension/follow-up activity

		<p><input type="checkbox"/> Indicate how the assessment data will guide future instruction. Student mastery of the standard is required before teacher advances to next standard.</p> <p>Point 1: Make real-world and cross-curricular connections to help students tap into prior knowledge and experiences, thus making learning easier and more relevant to the wider context.</p> <p>Point 2: Integrate technology when possible. Using technology in the classroom is not only a great classroom management tool, but it also allows teachers to reach students with many different learning styles all in one tool. From interactive lessons to independent practice, this is how the current generation learns, and teachers must take advantage.</p> <p>Point 3: Differentiate instruction in order to accommodate all learners and learning styles. Educators must be able to adjust lessons and activities to meet the needs of all learners in the classroom, from those with special accommodations to high-achieving students, and every learner in between.</p> <p>Point 4: Check for learning frequently. Whether using a simple oral question–answer session or written response, the most effective teachers check for understanding often. Doing this allows for early intervention and review or acceleration of a concept.</p> <p>Point 5: Use the resources available in the classroom or school. When preparing a lesson, talk with a teaching assistant, librarian or technology teacher about what the lesson covers and gain feedback on who can help, and how to create an effective lesson or activity.</p>
Curriculum Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school’s curriculum model to the Ohio Learning Standards and the mission, vision, and philosophy of the school.
<p>The alignment of the SCPA’s curriculum model to the Ohio Learning Standards (OLS) is embedded in the ODE Model Curriculum for ELA, Mathematics, Social Studies, Science, and Fine Arts, and Ohio Association of Health, Physical Education, Recreation, and Dance (OHPERD) standards for PE. The School intends to support the Model Curriculum by creating pacing guides for each area and/or utilizing pacing guides provided from the curricular resources. To create these pacing guides, we will/have a comprehensive review of all Ohio Learning Standards, unpacked each standard (including content and vocabulary), included guiding questions for modeling and check for understanding, identified mastery for each standard, and considered time for re-teaching if mastery is not met. The pacing guides will continually be reviewed and adjusted based on student achievement. The Director of Academics will continually work to review the updated Model Curriculum documents, pacing guides, and curricular resources to ensure alignment with the OLS.</p> <p>By utilizing the ODE standards-based model curriculum, pacing guides, academic framework, and curricular resources, our teachers will be able to provide high quality instruction that will allow our mission to thrive.</p> <p>Our vision is to become a school that provides highly qualified, high school and college ready students. SCPA’s curriculum model embraces standards-</p>		

based instruction in such a way that allows for research-based resources to be used within a framework of best practices fostering engagement to produce students who are considered highly qualified applicants for high school and college. Research shows that the four components of high school and college readiness are: cognitive strategies, content knowledge, self-management skills, and knowledge about postsecondary education. With this understanding in mind our SCPA's curriculum model embeds the very components that foster high school and college readiness.

The alignment in the SCPA's curriculum model and philosophy is rooted in its structure of focus on closing the achievement gap, providing an avenue for proficiency in students. Our School's philosophy is that all students can reach proficiency and beyond when given the appropriate academic structure and support. Research shows that students who do not attain grade-level proficiencies in math and reading by the eighth grade are much less likely to be college-ready at the end of high school. SCPA's curriculum model places its focus on research-based best practices that have been proven to close the achievement gap and move students to proficiency.

6.3c Instructional Delivery Methods and Resources/Materials

Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology? With strong evidence and great detail, each of the following items should be addressed.*

<ul style="list-style-type: none"> • Instructional Delivery Methods 	<p>6.3c</p>	<p>1) Explain in detail the primary instructional delivery methods, strategies, and/or techniques (i.e., high yield instructional practices, project based learning, computer-based, etc.) that will be used to provide daily instruction in your school.</p> <p>Blended learning as defined in R.C. is “the delivery of instruction in a combination of time in a supervised physical location away from home and online delivery whereby the student has some element of control over time, place, path, or pace of learning.”</p> <p>Blended Learning Requirements:</p> <ol style="list-style-type: none"> a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level; d. The school’s attendance requirements, including how the school will document participation in learning opportunities; e. A statement describing how student progress will be monitored; f. A statement describing how student progress will be monitored; g. A statement describing how private student data will be protected; h. A description of the professional development activities that will be offered to teachers.
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Differentiated Instruction: Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. Our teachers are taught effective strategies for successfully tailoring all of these areas to individual student needs, insuring that different learners are all given the best opportunity to succeed.

There is much evidence showing that students are more successful academically if they are taught in ways that match their readiness levels (e.g., Vygotsky, 1986), interests (e.g., Csikszentmihalyi, 1997) and learning profiles (e.g., Sternberg, Torff, & Grigorenko, 1998). Also, differentiating instruction is a key part of effective professional development. Expert teachers’ pay attention to their students’ varied learning needs (Danielson, 1996); “to differentiate instruction, then, is to become a more competent, creative, and professional educator.”^[1] Differentiated instruction is a key component of the professional development program for all teachers.

At the core of our model is the creation and implementation of a *Personalized Student Achievement Plan* (PSAP) for each student. Every student's PSAP is based on an analysis of individual strengths and needs, and considers both academic factors and other factors relevant to the student's situation. Developed quarterly by the teacher(s) and agreed to by both the student and parent or guardian, the PSAP identifies specific goals, ensuring the student is appropriately challenged while fostering greater parental involvement and commitment to the learning process.

Teaching to Multiple Intelligences: Accel recognizes different domains of ability, or “intelligences,” as described by Dr. Howard Gardner.^[2] Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. The program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

Reciprocal Teaching: Using reciprocal instruction, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. Our model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy while reinforcing basic skills.

Extensive use of technology both integrated throughout the curriculum and used to facilitate learning and monitor individual progress: Our goals here are to a) ensure that students are versed in using technology for communications, research, presentation, calculations and more – and b) develop and implement a clear vision for school-wide, data-driven culture in every school we serve, leading to the effective use of data to drive school improvement.

Strong emphasis on reading, literacy and numeracy fundamentals, with rigorous emphasis on core subjects every day. Data-driven instructional groups are used daily to differentiate learning through small group “workshop” opportunities.

[1] All references from Tomlinson, C. (2001). Differentiation of Instruction in the Elementary Grades. ERIC Digests.

[2] Gardner, H. The unschooled mind: how children think and how schools should teach (1991); Gardner, H., & Hatch, T., Multiple intelligences go to school: Educational implications of the theory of multiple intelligences (1989) at 18(8), 4-9.

		<p>techniques including impact on population served. ESSA defines research (evidence) base as:</p> <p>“ when used with respect to a State, local educational agency, or school activity, means an activity, strategy, or intervention that—</p> <p>(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on—</p> <p>(I) strong evidence from at least 1 well-designed and well- implemented experimental study; (II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or</p> <p>(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or</p> <p>(ii)(I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and</p> <p>(II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention. “</p>
<p><i>Differentiated Instruction:</i> A growing body of research shows positive results for full implementation of differentiated instruction in mixed-ability classrooms (Rock, Gregg, Ellis, & Gable, 2008). In one three-year study, Canadian scholars researched the application and effects of differentiated instruction in K–12 classrooms in Alberta. They found that differentiated instruction consistently yielded positive results across a broad range of targeted groups. Compared with the general student population, students with mild or severe learning disabilities received more benefits from differentiated and intensive support, especially when the differentiation was delivered in small groups or with targeted instruction (McQuarrie, McRae, & Stack-Cutler, 2008). For additional information: http://www.ascd.org/publications/educational-leadership/feb10/vol67/num05/Differentiated-Learning.aspx</p> <p>At the core of our model is the creation and implementation of an <i>Individualized Learning Plan (ILP)</i> for each student. The creation of personalized learning plans for all students can increase student motivation. Students are encouraged to set personal learning goals, and the regular assessment that is typically a part of personalized learning initiatives enables the student to receive regular feedback on their progress. Research demonstrates that positive feedback such as the progression toward a chosen goal is highly motivating to students. Additionally, students who track their own progress toward these goals are more likely to make greater gains toward reaching their goals than students who do not.</p> <p>For additional information: http://www.hanoverresearch.com/media/Best-Practices-in-Personalized-Learning-Environments.pdf</p> <p><i>Teaching to Multiple Intelligences:</i> Having an understanding of different teaching approaches from which we all can learn, as well as a toolbox with a variety of ways to present content to students, is valuable for increasing the accessibility of learning experiences for all students. To develop this toolbox, it is especially important to gather ongoing information about student strengths and challenges as well as their developing interests and activities they dislike. Providing different contexts for students and engaging a variety of their senses -- for example, learning about fractions through musical notes, flower petals, and poetic meter -- is supported by research. Specifically:</p> <ul style="list-style-type: none"> • Providing students with multiple ways to access content improves learning (Hattie, 2011). • Providing students with multiple ways to demonstrate knowledge and skills increases engagement and learning, and provides teachers with more accurate understanding of students' knowledge and skills (Darling-Hammond, 2010). • Instruction should be informed as much as possible by detailed knowledge about students' specific strengths, needs, and areas for growth (Tomlinson, 2014). 		

For additional information: http://www.academia.edu/4907692/Research_on_Multiple_Intelligences_Teaching_and_Assessment

Reciprocal Teaching: First developed by Annmarie Palinscar and Ann Brown (1984), reciprocal teaching is an instructional procedure for teaching students to use multiple comprehension strategies flexible and interactively to improve the learning of content. Teachers first model the strategies, then invite students to apply the strategies themselves. Teachers gradually fade their levels of instructional support as students assume control of the strategies. Duffy (2002), Duke & Pearson (2002), and Williams (2002) describe how the strategies are implemented. ■ Summarize — The teacher asks the students to summarize the key elements of the story or text. Multiple students participate in this process requiring the students to recall and reorganize the text. ■ Question generation — Student generate questions they have after reading the text. ■ Clarifying — This process assists students with a history of comprehension difficulties by having them focus their attention on the text. Clarification can range from word definitions to understand complex terminology or processes. ■ Predicting — They determine what is going to happen next on a literal or inferential level or what will be the view point of the author in the next section. They activate background knowledge during this process and assist in making connections. For additional information: <https://extension.ucdavis.edu/sites/default/files/Reciprocal%20Teaching.pdf>
<http://www.readingrockets.org/article/reciprocal-teaching-primary-grades-we-can-do-it-too>

Extensive use of technology both integrated throughout the curriculum and used to facilitate learning and monitor individual progress: Using data wisely and data-driven instructional groups are used daily to differentiate learning through small group “workshop” opportunities.

To gain a deeper understanding of students’ learning needs, teachers need to collect data from multiple sources, such as annual state assessments, interim school assessments, classroom performance data, and other relevant data. A schoolwide data system allows teachers to aggregate data by classroom, content areas, or assignment type to identify patterns in performance. Interpreting data allows teachers to identify the strengths and weaknesses of an entire class as well as individual students. As they examine the data, teachers can develop hypotheses about factors that affect students’ learning and ways to improve instruction to help all students achieve. It is important for teachers to slow down and ask why during this phase of the cycle of instructional improvement.

Implementing Data-Informed Decision Making in Schools—Teacher Access, Supports and Use (2009) <http://files.eric.ed.gov/fulltext/ED504191.pdf>

http://www.naesp.org/sites/default/files/Student%20Achievement_blue.pdf

[1] All references from Tomlinson, C. (2001). Differentiation of Instruction in the Elementary Grades. ERIC Digests.

[2] Gardner, H. The unschooled mind: how children think and how schools should teach (1991); Gardner, H., & Hatch, T., Multiple intelligences go to school: Educational implications of the theory of multiple intelligences (1989) at 18(8), 4-9.

• Resources and Materials	6.3c	3) Identify the resources and materials that will be in place at the school’s opening in all core and non-core content areas, including technology.
		English Language Arts: The <i>HMH Journeys</i> program will be used to provide core reading instruction to students. <i>Journeys</i> delivers effective vocabulary instruction, reading comprehension instruction and

	<p>differentiation to meet the needs of all learners. When we add additional grade levels, middle school students in grades 6 – 8 will receive instruction in English Language Arts using the Houghton Mifflin Harcourt, <i>Collections</i> Series.</p> <p>Mathematics: The <i>Houghton Mifflin Harcourt Go Math</i> curriculum will be used to teach the Ohio Learning Standards for Mathematics. Go Math provides a standards based approach integrated with creative instruction and digital learning to provide a robust approach to mathematics instruction. Go Math is aligned to the Ohio Learning Standards for Mathematics and provides teachers with the alignments to the Ohio Learning Standards for mathematics. The program provides balanced instruction on mathematical content and practices that focus on application, critical thinking, and multiple representations.</p> <p><i>Houghton Mifflin Harcourt Science Fusion</i> is aligned to the Ohio Learning Standards. The program is inquiry-based and designed in a manner to engage the interest of students. Science Fusion challenges students to think about real life applications with STEM skills being emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry, and independent inquiry. In addition to a comprehensive digital curriculum, each student has a write-in edition that incorporates vocabulary work, math and writing, and a reading component. Leveled readers provide rich opportunities for students to further develop informational reading standards aligned to Ohio Learning Science standards.</p> <p><i>Houghton Mifflin Harcourt Social Studies</i> provides opportunities for students to learn content that is aligned to the national standards. Students learn about people, places, and events that help them make connections to the world in which they live. Units are organized around big ideas, and essential questions set the purpose for reading and focuses on a specific reading skill. These reading skills are explicitly addressed and assessed. Ohio specific resources are provided in accordance with the Ohio Learning Standards for Social Studies. Students are presented with biographies, point of view, primary sources, citizenship skills, and critical thinking skills to analyze, apply knowledge, make thoughtful decisions, pose questions, and apply events in history. Online programs include assessments, video selections, and interactive presentations to support student learning.</p> <p>All classrooms will be equipped with the necessary supplies and equipment to meet the needs of our students. Upon opening each classroom will be equipped with HMH curriculum, access to schoolwide assessments, White Boards, and Chromebooks. We will work with FIT technology to ensure each classroom has access to the internet and Whiteboards will be added to each classroom as funds are available. All specialists will have the needed</p>
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		supplies and materials to provide standards based instruction. SCPA will also use Ten Marks, Study Island, IXL, and Compass Learning.
	6.3c	4) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
<p>The instructional resources for the core curriculum were chosen by committee. The committee was responsible for reviewing vendors and materials. The resources were chosen based The National Common Criteria for Quality Instructional Materials which included a discussion on 1.Content, 2.Equity and Accessibility, 3.Assessment, 4.Organization and Presentation, and 5.Instructional Design & Support. In addition, we also included our past history with other vendors and results with similar demographics. Once narrowed down, the final candidates were put before the Board of Directors for approval.</p> <p>In the future, the change process for instructional resources and materials will continue to be data driven. It is not uncommon for a school to purchase an instructional resource only to determine there are gaps in the alignment to the State Standards. Based on the curriculum mapping process, we will determine any gaps and evaluate resources needed to fill these gaps including both text and online options. Should student data or teacher feedback determine a curriculum resource is needed, we will go to the Board for approval. Rather than set a review schedule (I.e. every five years), we will review our resources annually as part of our schoolwide needs assessment. As part of the needs assessment we will gather feedback from all stakeholders including teachers, parents, administrators, and when appropriate the students.</p> <p>In the area of technology, the school will likely have a mix of both Chromebooks and Apple computers. At this time, Chromebooks were chosen due to cost and ease servicing the product. A technology plan is being developed to determine a cycle for replacing these computers and adding additional technology based on the growth of the school enrollment. When possible, SCPA will leverage the purchasing power of ACCEL to get the lowest possible price on all resources and materials.</p>		

6.3d Continuous Improvement and Professional Growth

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

<ul style="list-style-type: none"> Continuous Improvement 	6.3d	<ol style="list-style-type: none"> 1) Describe the steps in the continuous improvement cycle to be implemented by identified critical roles/teams (i.e., CSLT, TBTs, etc.) with shared accountability for: <ol style="list-style-type: none"> a) collecting, monitoring and sharing multiple measures of student achievement and progress; b) reviewing and revising curriculum, including maps, pacing guides, model unit; c) evaluating the effectiveness of and identifying needs related to instructional strategies, resources and materials, including technology; d) evaluating the effectiveness of the school's leadership structure (CSLT, TBTs, etc.).
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The School embraces and supports the Ohio Improvement Process (OIP). Ongoing meetings will be held to discuss the student data and determine our progress towards the goals in the OIP. In year 1, SCPC will develop a Community School Leadership Team (CSLT) to develop our OIP. The CSLT will be composed of the Head of School, Director of Academics, K-3 certified teacher, 4-9 certified teacher and if possible a parent. In stage 1, data will be used to identify our schools critical needs. We will do this through an analysis of national and local assessments and information on Teacher Quality/needs. During Stage 2, we will develop our goals, strategies, indicators, and action steps which are focused on the Stage 1 critical needs (we will focus on adult (professional development) and student needs (academic, climate, and social/emotional). In stage 3, the CSLT will implement strategies and action steps to achieve district goals. Data will be used to monitor fidelity of implementation and effect on changes in adult practice and student learning. Throughout, SCPA will use the Ohio 5 Step Process (Step 1 – Collect and chart data, Step 2 – Analyze data, Step 3 – Established shared expectations for implementing specific changes, Step 4 – implement changes consistently, Step 5 – Collect, chart, and analyze post data). Finally, in Step 4 we will evaluate the improvement process by reviewing data and gathering evidence of implementation and impact.

The OIP will be presented to the Board of Directors in the beginning of the school year for input. Every Board Meeting, the Board of Directors will be given updates on our progress towards the OIP goals, strategies, indicators, and action steps. The information presented in the OIP will be one tool the Board of Directors will use to monitor the progress of the school.

Monthly meetings will entail reviewing the school-wide goals (Reading, Math, Behavior) to determine if we are on track as well as reviewing supporting data (Standardized Test results, the Blitz - Scrimmages (teacher created bi-weekly assessments), Targeted assistance students (Limited, Basic, Advanced)). The Director of Academics will gather data from every classroom teacher and will review every grade level with all teachers and administrators at data meeting. Any student who is below proficient for that month will be identified and the RTI Team will determine what measures need to be taken to get the student to the proficient level. Grade level teams will also determine if strategies need adjusted in order to meet goals (Reteach, Redo, Remediate, Retain).

The goal of the CSLT is to create conditions for perpetual learning – an environment in which innovation and experimentation is the way to conduct day-to-day business to achieve the goal of increasing student achievement.

2017-2018 St. Aloysius Sponsorship Contract Education Plan Attachment

<ul style="list-style-type: none"> • Ohio Teacher Evaluation System (OTES) 	6.3d	2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance.
South Columbus Preparatory Academy will implement OTES.		
<ul style="list-style-type: none"> • Ohio Principal Evaluation System (OPES) 	6.3d	3) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance.
South Columbus Preparatory Academy will implement the Ohio Principal Evaluation System. The principal is evaluated by the Regional Vice President and the Executive Vice President.		
<ul style="list-style-type: none"> • LPDC and Resident Educator 	6.3d	4) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc. 5) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)
<p>All professionally licensed school personnel will be responsible for developing IPDPs for license renewal. Professionally licensed school personnel will meet as necessary to complete this process or as other related tasks require. The school will utilized Ohio Standards for Educators as criteria for quality IPDP development. The school will seek to participate in the CSS LPDC Consortium and abide by its bylaws and processes/ procedures for approval of IPDPs and licensure applications/renewals. The school will select a representative to participate in CSS Consortium meetings, be responsible to communicate between the Consortium and professionally licensed school personnel for general and individual information, and enter data into the My.LearningPlan.com tracking system.</p> <p>Resources: http://education.ohio.gov/Topics/Teaching/Professional-Development/LPDC-s/Local-Professional-Development-Committee#FAQ1886</p> <p>SCPA will participate in the Ohio Resident Educator Program, a four year induction system of support and mentoring for new teachers. The goal of the RE Program is for new teachers to successfully complete the program in order to qualify for a five-year professional educator license. As a new Community School, SCPA will first need to determine if the staff of the school has the necessary qualified personnel to implement a RE Program. If not, we will identify appropriate individuals and work to have them qualified. We will then use the ODE resources (http://education.ohio.gov/Topics/Teaching/Resident-Educator-Program/Establishing-a-Local-Resident-Educator-Program) to establish RE Program including establishing the right personnel, assigning a program coordinator in OEDS, and establishing local RE policies and procedures. We will strive to maintain a low Mentor to Beginning teacher ratio (1:3 or lower).</p>		

Resident Educators will work collaboratively with their Mentor to complete the RE Program requirements by:

- Using the Ohio Teacher Evaluation System forms for self-assessment and goal-setting.
- Demonstrating use of authentic teacher work, such as lesson planning, data analysis and assessment for reflection.
- Reflecting on teacher work that shows the continual implementation of the “Plan, Teach, Assess, Reflect, Revise” teaching-learning cycle by completing a collaborative log or interactive journal (or other locally developed collaborative tools).
- Participating in the mentoring in program Years 1 and 2 and having one formal annual observation completed by the mentor.
- Analyzing student work during the mentoring in program Years 1 and 2 by using the state’s Gathering and Synthesizing Data Tool (or other locally developed data tool).
- Successfully completing the Resident Educator Summative Assessment to advance to professional licensure.

Resident Educator meeting documentation and assignments will be maintained on campus by the Mentor Teachers.

- SCPA will participate in ODE meetings and ODE reporting as required by CORE.
- The Head of School will be the point of contact.
- The Resident Educator Program will be handled by both the Head of School and the Director of Academics.
- Meetings will be held on campus as needed.

• Differentiated Professional Development	6.3d	6) Discuss process for development of a differentiated professional development to be included in school’s OIP and informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and aligns to Ohio Standards for Professional Development (adopted 2015).
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Annually, SCPA will conduct a comprehensive needs assessment gathering data from students, teachers, and stakeholders. We will then perform a gap analysis to determine where our needs are. Based on this data, we will develop a professional development plan which will be aligned with the needs assessment which drives the OIP. SCPA will align all professional development plans to the Ohio Standards for Professional Development. The Ohio Standards for Professional Development define the essential elements of a strong professional learning system.

Standard 1: Learning Communities

Effective professional learning takes place within a system, with a culture of collaboration and shared responsibility. In an effective system, all members are focused on a cycle of continuous improvement, which maintains its focus on a set targets goals that align with larger school and system goals. Through our Teacher Based Teams (TBTs) and PLC’s, our teachers will be part of a system that holds a shared responsibility for having a growth mindset in their craft. Continuously pushing for proficiency in their students. Within the structure of this Learning Community teachers will discuss, develop, give feedback, review, and revise strategies for gaining proficiency in students.

Standard 2: Leadership

Leaders in effective professional learning systems may be found at the classroom, school or system levels. What these leaders share is the belief that professional learning is key to increasing student results – and, as a result, learning is among their top priorities. Effective leaders maintain a persistent

focus on educator professional learning. Our school will maintain a teacher leader for TBT's as well as Mentor Teacher's for the Resident Educator Program.

Standard 3: Resources

To achieve goals, effective professional learning requires human, fiscal, material and technological resources – and time. Our School's professional development calendar will map out the time for professional development for preservice as well as through the school year. Resources needed for professional development may include but are not limited to, pacing guides for each grade level and each subject area, all core and supplemental resources, *Teach Like a Champion*, *A Framework for Understanding Poverty*, *Leverage Leadership*, *Mindset*, *External Leadership Coaching*, *Internal Leadership Coaching*, *External Assessment Implementation and Analysis (NWEA)*, and *Internal Assessment Implementation and Analysis*.

Standard 4: Data

To have a balanced and comprehensive view of student, educator and system performance, educators must collect, analyze and interpret multiple source of quantitative and qualitative data. Sources for this may include, but will not be limited to, the results of the Ohio Principal and Teacher Evaluation Systems, IPDP, formative and summative assessments, performance assessment results, observations, samples of work, portfolios and self-reports of educator needs. Analysis of student achievement data will also inform the continuous improvement process and opportunities for PD to support strategies to be implemented in the classrooms.

Standard 5: Learning Designs

Research has revealed much about how people learn, and educators should use this information to design high-quality professional learning that will impact teaching and student achievement. The use of multiple designs for learning are supported by evidence and while they differ, they share features such as active engagement, modeling of new techniques or practices; opportunities for application, reflection, self-assessment and feedback; and monitoring and support during implementation. Teachers will all be observed regularly by the Head of School and Director of Academics who will be monitoring and supporting the implementation of skills and strategies previously discussed in coaching meetings. During the weekly coaching meetings, teachers will have opportunities to reflect upon their teaching either by a discussion with the Director of Academics on the lesson or by observing a recorded lesson that was taught. The teacher will be given time for self-assessment and feedback collaboratively with the Director of Academic. During the coaching meeting, there will be opportunities for practice and modeling of a specified techniques and how make improvement.

Standard 6: Implementation

When systems have in place the foundational elements for professional learning, they must then take action. Knowing is not the same as doing. Through the ongoing professional development method of instructional coaching, teachers are expected and monitored on the actions taking place daily in the classroom. With the coaching model being implemented in our school, the knowing/doing gap becomes less of an obstacle as continuous observation and support is embedded in the system. Additionally, analysis of student achievement data will also inform the continuous improvement process and opportunities for PD to support strategies to be implemented in the classrooms.

Standard 7: Outcomes

Student and educator standards specify what students and educators should know and be able to do. By aligning professional learning with these high expectations for students and educators, the link between educator learning and student learning becomes explicit. Making these connections creates a

coherent system in which activities and professional learning do not take place in isolation. Professional development during preservice revolving around pacing guides for Ohio's Learning Standards helps to give a deeper understanding of standards in order to link more concretely the educator learning with the student learning. Throughout the school year data teams will meet to identify professional learning needs in response to data results. Throughout the school year leadership walk-throughs will also be done in order to gather data and find areas for focus in growth that will lead to future professional development session.

• School Calendar	6.3.1	1) Provide the school calendar inclusive of all assessment dates.
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Calendar will be provided to the sponsor prior to the start of each school year. Sponsor will be notified of any changes to the school calendar.

See sample Attached

• Bell Schedule	6.3.1	2) Provide the school bell schedule inclusive of collaborative teacher planning time and teacher-based team time.
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A bell schedule will be provided to the sponsor prior to the start of each school year. Sponsor will be notified of any changes to the bell schedule.

See sample Attached

6.3e Prevention and Intervention Policy

A Comprehensive System of Learning Support Guidelines, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in schools meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions.

<ul style="list-style-type: none"> • Prevention and Intervention Plan 	<p>6.3.2</p>	<p>1) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention with students experiencing learning, behavior and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee). Plan must include intervention for all students not found proficient or "Not on Track" for any of the following assessments:</p> <ul style="list-style-type: none"> a) Ohio's State Tests; b) Third Grade Reading Guarantee Diagnostic Assessments; c) Kindergarten Readiness Assessment (KRA); d) Ohio English Language Proficiency Assessment (OPELPA); e) or the current assessment system required by ODE.
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The School will implement a research-based Response to Intervention (RTI) framework and will establish a school based RTI team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to accelerate their learning. The School Principal will lead the RTI framework and serve as the leader for RTI. Starting with the RTI process in the general classroom, the School's 3-tiered system utilizes multiple measures including, but not limited to, teacher observation, results from Ohio's State Tests (OCBA, KRA, OPELPA), normative testing (NWEA MAP), report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. The results of these assessments are used to identify students that are "at risk" and demonstrate a struggle in performing proficiently with grade level material and skills. For those student that are identified as "at risk" in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the RTI process.

The IAT uses the Response to Intervention (RTI) model to identify and measure the success of the interventions and plans. Based upon the American Institutes for Research's Response to Intervention essential components, Our School will utilize this multi- level prevention system to maximize student achievement and reduce behavior problems. The four essential components of an RTI framework include screening, progress monitoring, multi-level or multi-tier prevention system, and data-based decision making.

The teachers and IAT will screen students, review data, complete classroom observations, and give teacher/parent/student surveys, in order to make informed decisions regarding necessary accommodations. When a student is suspected of needing an intervention, teachers will refer the student to the IAT via the School Referral Form. The Referral Form has teachers indicate any concerns they may have academically or behaviorally, outline student successes, and share data that led them to refer the student. This form is submitted to the Principal and is placed in the IAT binder. A meeting will be scheduled for the IAT to review observations and data.

The IAT will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and a schedule a follow up meeting date. These intervention plans are developed by all instructional staff involved including parents, Intervention Specialists, Teachers, Administrators, Title I staff and other support staff. These interventions will be monitored and evaluated for effectiveness during an agreed upon time frame with an agreed upon frequency, which will depend on the individual student and the interventions being made. During this time period, the IAT will implement and progress monitor the chosen interventions.

During the follow up meeting, the IAT will review data and determine the effectiveness of the intervention. Interventions, Observations, Progress Monitoring and Evaluation are recorded and documented by all instructional staff involved, including parents when appropriate. If the interventions are successful and lead to expected outcomes and goals, the intervention will continue until the student is able to perform proficiency. For interventions that are determined to be ineffective for “at risk” students, intervention strategies and intensity increases through a succession of three trials if necessary, or until the IAT moves to the next tier, where the process will be repeated. If in the end of the successive interventions of the RTI process, progress is not made and effectiveness has not been determined, a student may be referred for evaluation for Special Education.

There are three levels of interventions, inclusive of timelines and intensities, as outlined below:

Three-Tier Model of the Response to Intervention Model

Tier 1

- Most Important Level
- Includes All Students
- Scientifically-Based Curriculum with High Quality Instruction
- Differentiated Instruction
- Universal Behavior Management System

- Universal Screenings: Formative and summative assessments

Tier 2

- Small group instruction
- Differentiated and/or leveled grouped instruction inside or outside of the classroom
- Target a specific skill to improve
- Small group size
- Frequency: 2 to 3 times per week
- Duration: At least 6 weeks
- Monitor progress at least weekly
- Parents may be invited and will be notified via a phone call or letter
- Developed programs
- Title I Reading, Title I Math

Tier 3

- Intensive, Smaller group instruction
- Differentiated and/or leveled grouped instruction inside or outside of the classroom
- Target a specific skill to improve
- Smaller group size: no more than 3
- Frequency: 4 to 5 times per week
- Duration: At least 8 weeks
- Monitor progress at least two times per week
- Parents will be invited and should be involved

Students in grades K-3 found “Not on Track” on any diagnostic assessment (KRA, TGRG) will be placed on a RIMP within 60 days. The School notifies and involves the student’s parent or guardian and the classroom teaching in the development of the plan. The plan includes:

- Identification of the student’s specific reading deficiency,
- A description of proposed supplemental instruction services that will target the student’s identified reading deficiencies, as appropriate for grade level (phonemic awareness, phonics, comprehension, fluency, vocabulary),
- Opportunities for the student’s instructional services in reading deficiency area,
- A small-group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing

analysis of each student's reading progress, and

- A statement that unless the student attains the appropriate level of reading competency by the end of grade 3 (TGRG), the student will be retained, unless otherwise exempt.

The School utilizes the Home Language Survey developed by the Department of Education to identify students whose Primary or Home Language is Other Than English (PHLOTE) according to ODE guidelines. Once students have met the PHLOTE criteria (failed to PHLOTE) the school contracts with its provider to evaluate the student's level of English Proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These interventions may include the participation of an LEP/ELL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction. Intervention resources may include research-based language instructional programs, assistive technology, audio resources, and online language instruction. Providers of LEP/ELL services and general education teachers regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.

Students identified as LEP students must participate in the Ohio English Language Proficiency Assessment (OELPA) to determine their level of English proficiency. Parents are informed of the student's LEP/ELL status and program first through a parent notification letter in either English or the parent's native language detailing the results of to OELPA, explaining the need for LEP/ELL services, program participation and exit requirements, providing the parent with program options. Parents are informed regularly of the student's progress, their OELPA results, and are informed when the student has met criteria for exiting the LEP/ELL program.

Our School is able to serve gifted students well since the school's model enables self-pacing and hundreds more digital electives than most schools. Strong and gifted students can move faster and be more challenged than in most schools.

The School complies with all requirements of the McKinney-Vento Homeless Assistance Act, including the provision of transportation when necessary, having an appointed liaison, and removing all barriers to enrollment.

6.4a Goals and Performance Standards

The school will be required to show progress toward meeting the goals established in its Ohio Improvement Process plan.

Schools newly chartered with Charter School Specialists will establish an OIP plan by September 30th.

The OIP will be available and reviewed at a yearly onsite assistance review.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

<ul style="list-style-type: none"> Nationally Normed Assessment 	6.5	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice a year and the administration should be identified on the school calendar. Which Nationally normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.</p>
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Various assessments will be used to measure each student's progress toward the school's scholastic goals and to monitor whether a particular methodology is working.

- NWEA MAP: NWEA MAP is a nationally-normed assessment that is aligned to Ohio Learning Standards, and will be given to all students who are in grade three through grade eight to assess reading and mathematics. This assessment will provide teachers with a set of baseline data to inform instruction. The students will be tested twelve weeks later and then again in the spring to provide teachers and parents with a roadmap to instruction that identifies student gaps in learning and need for intervention as well as areas in which students can be accelerated. For each of the students, using a comparison of the fall versus spring results, an in-year growth measure can be determined based on whether he/she met or exceeded his/her statistical expectancy in reading and mathematics. This information will be vital to the school leadership as they develop professional development plans, make programmatic changes, and plan for school growth. The test is aligned to Ohio standards and will be a valuable tool as teachers assist students on their journey to standards attainment and proficiency on state assessments. NWEA assessments will be used in all grades in core content areas 3x per year.

The NWEA assessment will be taken three times a year for students in kindergarten through grade eight. The results from this exam determine the growth that is taking place in reading and mathematics over the course of the school year. The goal is for 80% of students to reach their annual target, resulting in at least 1.25 years of grade level growth during the current academic school year. Teachers use the assessment data that is aligned to the Ohio Learning Standards to monitor growth, establish flexible grouping, and implement research based interventions. NWEA will assess student growth in reading, mathematics, and science. NWEA results will be tracked as part of the OIP. Quarterly evaluations of NWEA results will be discussed by the CSLT and shared with the Board of Directors. The results along with other data collected through the OIP process will drive instruction and determine if instructional strategies are effective when delivered with fidelity. The CSLT will use the results to determine the professional development needed for our teachers and if the materials we are using are effective.

<ul style="list-style-type: none"> Ohio's State Tests 	6.5	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio</p>
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		Improvement Process (OIP) goals and strategies. These may include End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.
<p>The Academy will participate in all state required assessments for applicable grade levels in assessing core subjects. The individualized and school-wide results will encompass 50% of teachers and principals Student Growth Measures (OTES, OPES).</p> <ul style="list-style-type: none"> • KRA: Kindergarten Readiness Assessment: This assessment includes ways for teachers to measure a child's school readiness. Ohio's Early Learning and Development Standards (birth to kindergarten entry) are the basis for the new assessment. It has six components: social skills (including social and emotional development, and approaches toward learning), mathematics, science, social studies, language and literacy, and physical well-being and motor development. All kindergarten children will take the assessment. • Diagnostic Assessments: The primary purpose of Ohio's diagnostic assessments, which are aligned to Ohio's academic standards, is to provide a tool for teachers in checking the progress of students toward meeting grade-level indicators. <p>The language and literacy portion of the new kindergarten readiness assessment will meet the reading diagnostic assessment requirement of the Third Grade Reading Guarantee. To meet the diagnostic requirement, teachers must complete at least the Language and Literacy portion no later than Sept. 30. Diagnostic Assessments in reading, writing, and mathematics are administered to all K-2 transferred students and writing for Grade 3 transferred students if each applicable Diagnostic Assessment was not administered in the student's previous district or school.</p> <p>All of the assessment results will be closely analyzed by the student's teacher to determine where (what academic areas and subsections of those areas) a child is succeeding academically and where that child needs further education or remediation. Furthermore, the test results will be catalogued in a database so that each parent, student and teacher can instantaneously have up-to-date access to all testing results for the student. By providing all stakeholders with this test data, formative assessment will become a natural exercise allowing the entire team to become invested in the process and providing a springboard for instruction. In addition to the analysis of individual student results, the school administration will analyze schoolwide trends to identify gaps in overall student learning. The academic program may require adjustments in the area of curriculum or professional development if the data points to these areas. Teachers will be trained to use the data to individualize instruction, set goals and facilitate parent involvement.</p>		
• Local Assessments	6.5	3) Identify any local assessments such as diagnostics used for prevention and intervention that will be utilized. Discuss rationale for test selection, purpose, and the timelines for implementation.
<p>All curricula being implemented have assessment provisions embedded as part of their programs. These on-going assessments will inform instruction so that teachers are able to assess the extent of student learning and the success of their teaching. Adding yet more information to this base of knowledge about</p>		

student performance, will be teacher-created short cycle assessments providing formative assessment feedback. All of these assessments will ensure that teachers have the necessary data to determine student growth and plot the course to the mastery of standards.

- The mCLASS Math: This program is an integrated screening, progress monitoring, and diagnostic assessment system that helps determine children's understanding of mathematical skills and concepts in kindergarten and 1st grade. The program allows staff to conduct one-to-one or written benchmark assessments with students and receive instant diagnostic profiles and suggested instructional activities to remediate skill gaps.
- The mCLASS DRA: This assessment identifies the needs of each student in grades K and 1 in the area of literacy. The short, one-minute fluency measures for foundational reading skills compare student progress with predictive, research-based benchmark goals. These results allow teachers to track progress and target instruction to individual student needs.

SCPA will implement the Blitz. The Blitz is a short-cycle assessment which pairs specific standards with teacher created short assessments or "scrimmages." The teacher takes the most critical objectives of the standards and creates four multiple choice questions, one extended response and one essay question. The results of the assessments are then placed in a data tracker for analysis. Teachers use this type of assessment for everything in their classrooms. In fact, what curriculum the teacher uses to address and teach the standards does not matter. The teachers use the Blitz - scrimmages to pace their classes and to determine when they should move on to the next standard. This method also dictates student mastery and tells teachers when students need differentiation on the subject. Similarly, students will become better test takers once the teacher models what the grader of the state tests are looking for.

Each teacher will be assigned a Data Tracker to track each standard. Teachers will create assessments based on the standards they have taught within a two week time period. Teachers will collect data from 18-24 short cycle assessments which tracks each individual multiple choice, extended response and essay question that is given within the year. Teachers will review the data monthly at professional development meetings with the head of school, curriculum director and the executive vice president from ACCEL. Teachers will then review any weak areas with students prior to state testing.

<ul style="list-style-type: none"> • Formative Assessment Practices 	4) Describe the process for developing formative assessment practices, sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection, and professional development.
<p>Formative assessment is essential to our academic model. We believe that assessment should be frequent, authentic, and its results immediately actionable. Several assessment systems will be used to assess students against the relevant state standards. All of these assessments will be in addition to state mandated assessments and the computer adaptive assessment.</p> <p>When incorporated into classroom practice, the formative assessment process provides information needed to adjust teaching and learning while they are still happening. The process serves as practice for the student and a check for understanding during the learning process. The formative assessment process guides teachers in making decisions about future instruction. While the possibilities are endless, a few examples of formative assessments that will be used in the classroom include:</p>	

- Hand Signals: Asking students to display a designated hand signal to indicate their understanding of a specific concept, principal, or process (Thumbs up/down).
- Web or concept maps: Any of several forms of graphical organizers which allow learners to perceive relationships between concepts through diagramming key words representing those concepts.
- Student Conference: One on one conversation with students to check their level of understanding.
- Think-Write-Pair-Share: Students think individually, write their thinking, pair and discuss with partner, then share with the class.
- K-W-L & KWL+ : Students respond as whole group, small group, or individually to a topic as to “What they already Know, what they want to learn, what they have learned”. PLUS (+) asks students to organize their new learnings using a concept map or graphic organizer that reflects the key information. Then, each student writes a summary paragraph about what they have learned.
- Quick Write: The strategy asks learners to respond in 2–10 minutes to an open-ended question or prompt posed by the teacher before, during, or after reading.

Teachers will continually review NWEA scores, DRA, and Blitz data along with common assessment data to monitor student growth and progress. Teachers will conference regularly with their students throughout the school year, in addition to before and after testing periods, to discuss their individual learning targets. Students are empowered to develop a data based action plan leading to mastery. An important element of the assessment plan is the importance of data walls in classrooms. Students will monitor their own achievement and track their growth. Students will be assessment literate so they are able to understand their specific area of need and work with their teacher to close the achievement gap. The learning needs of students who are making exceptional progress beyond grade level expectations will also be addressed through the on-going review of assessment data. Formative assessments will be developed through grade level and cross grade level team meetings as well as professional development days with the Director of Academic. During weekly meetings with the Director of Academics, teachers will share their data from the formative assessments to provide insight into student learning. The Director of Academics and Head of School will conduct daily informal observations to monitor the use of formative assessments in the classroom. Along with other data gathered through the OIP, the CSLT will use formative assessment data to monitor the effectiveness of resources, materials, and determine the need for additional professional development.

• Non-Academic Measures	6.5	5) Describe non-academic measures such as part and student interest surveys, etc. that might inform school practice and program effectiveness.
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The school will send out parent satisfaction surveys that are scored on a scale of 1-10. The survey seeks to gather parent reactions to the school’s practices, curriculum, and culture. The goal will be to receive an average score of at least 8.5.

8.1 Employment

Personnel and understanding of roles and are responsibilities are critical for successful school operation.

• Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
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See Attached Org Chart

• Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of the school staff that align to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e., speech and language pathologist, school psychologist, etc.), e) other.
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School success depends on the presence of exceptional leaders, highly qualified teachers and well-trained instructional coaches. Brief job descriptions are listed below.

Head of School. The Head of School ensures that all students are engaged in a safe learning environment that utilizes effective and approved curricula.

Responsibilities:

- Ensures the established policies and procedures are in place and enforced equitably for all participants of the school including students, staff and leadership
- Provides effective guidance, support, coaching, assistance and supervision to all members of the leadership team.
- Conducts evaluations for staff and leaders and earns and maintains OTES credentials
- Maintains knowledge of all policies, laws and mandates as imposed by the handbooks, State of Ohio and Department of Education and sees they are fully implemented and communicated effectively within the school building.
- Supervises all school personnel directly or indirectly
- Serves as the chief administrator of the school in developing, implementing and communicating policies, projects, programs, curricular

and non-curricular activities in a manner that promotes the educational development of each student and the professional development and growth of each staff member.

- Conceptualizes goals and plans accordingly to ensure that procedure and schedules are implemented to carry out the total school program
- Ensures the school program in its entirety is compatible with the legal, financial and organizational structure of the school system.
- Identifies objectives for the instructional and extracurricular programs of the school
- Manages, directs and maintains records of supplies and equipment necessary to carry out the daily school routines
- Organizes, oversees and provides support to various services, supplies, materials, and equipment necessary to carry out the school program
- Assumes responsibility for the health, safety, and welfare of students, employees and visitors.
- Maintains and accounts for all student activity funds and money collected from Students and functions in compliance with the determined CFO policies
- Protects confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.
- Provides progress reports and report cards to families
- Encourages the staff and leaders to contribute their best efforts to the school's success
- Organizes and oversees staff meetings
- Protects the privacy rights and confidentiality of matters in dealing with students and staff.
- Establishes the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

Director of Academics. The Director of Academics enhances student learning by offering instructional staff mentoring and regular professional development.

Responsibilities:

- Design and facilitate professional development for teaching staff that are purposefully designed to meet the identified needs and concerns of teachers.
- Create and foster positive learning environments for teachers to ACCELeRATE professional growth.
- Advocate for student learning and employ instructional mentoring strategies designed to help teachers enhance student learning.
- Ensure academic programming supports strong improvement in student academic performance
- Ensures that appropriate differentiation is implemented for all learners including those with exceptional needs
- Use data results from all internal and external assessment systems to inform all curricular decisions
- Seek and share curriculum practices from high performing urban schools
- Serve as primary instructional coach for new and existing faculty; providing feedback and support on instructional methods, classroom management, and curriculum and implement coaching plans when necessary to assist staff in areas of weakness or deficiency
- Helps staff resolve problems that impede student participation in appropriate learning activities thorough conference, professional development and coaching.
- Participates in collaborative planning of effective staff development programs that improve teaching outcomes and student learning (e.g., methods, skills, commitment, etc.).
- Helps manage the instructional program. Promotes academic excellence in a nurturing environment
- Conduct frequent classroom observations and provide intentional feedback to push classroom instruction and teacher performance

Teachers. Teachers drive student learning through high quality, well-planned instruction.

Responsibilities:

- Use assessment data to refine curriculum and inform instructional practices.
- Participate in collaborative curriculum development, grade-level activities, and school-wide functions.
- Communicate effectively with students, families, and colleagues.
- Remain highly organized and meet deadlines 100% of the time.

- Create intentional lesson plans that support academic rigor and student engagement.
- Be relentless, serious and focused.

Instructional Aides: Instructional Aides contributes to school culture and climate by supporting classroom activities and promoting positive student behaviors.

Responsibilities:

- Support lessons taught by the Teacher to individual students or groups of students and follows instructional plans as assigned by the Teacher or School Leader
- Helps plan classroom activities as directed by the Teacher and supports the Teacher in all student and parent relations
- Assists with school activities, including, but not limited to, parent-faculty nights, faculty meetings, assemblies, commencement exercises, fundraiser, chaperoning student activities, providing guidance for students, participating on faculty committees, etc.
- Performs clerical duties, including, but not limited to, grading papers and making copies
- Assists the Teacher in the use of classroom technology
- Helps maintain the cleanliness of the classroom, lunchroom and other school areas
- Maintains order during arrival, dismissal, lunch, and field trips

Office Manager: The Office Manager manages all office functions and acts as the first point of contact for students, parents and the general public.

Responsibilities:

- Works with school leadership to meet goals, create a welcoming and team-oriented atmosphere, and build an open and honest culture in line with company values
- Manages school-wide phone, email, and in-person communications
- Supports student enrollment goal and retention processes
- Achieves compliance with all federal, state, local and school student record-keeping requirements
- Performs administrative support functions such as filing, mail processing, and purchasing
- Maintains up-to date transportation and food service logs and coordinates with vendors as needed
- Ensures timely and accurate completion of human resource processes including onboarding, time & attendance, and offboarding

<ul style="list-style-type: none"> • Recruitment and Retention Plan 	8.1	<p>3) Describe the plan to recruit and retain highly qualified personnel including how the school will meet goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators - see ODE's website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.</p>
<p>A qualified and committed instructional staff is the cornerstone of exceptional learning outcomes for the students that attend our school. We recognize that a comprehensive talent management strategy for both teachers and our school leadership team is critical to recruiting and retaining top educators. Our plan begins with identifying credentialed individuals who are committed to our school's mission.</p> <p>We will employ a mix of veteran teachers and recent college graduates, allowing us to leverage school experience and the latest in instructional practices. All instructional staff will be offered a variety of mandatory and optional training opportunities to further their instructional effectiveness. Their performance will be assessed throughout the year, with regular feedback and coaching.</p> <p>There are several key areas of focus that we believe are crucial to hiring and retaining top talent.</p> <ul style="list-style-type: none"> • Recruitment <ol style="list-style-type: none"> 1. Job Posting 2. Career Fairs and Campus Visits <ul style="list-style-type: none"> • Compensation 3. Signing and Milestone Bonuses 4. Employee Referral Program <ul style="list-style-type: none"> • Retention 5. Exit Interview 6. Career Development 7. Education and Training Opportunities 		

8. Job Mobility

Our goal is to find and retain the best instructional staff in order to help our students reach their maximum potential.

RECRUITMENT

Job Posting

Each position will be posted on the following job boards:

- Top School Jobs – Education Week
- Indeed
- K12 Job Spot
- Ohio Department of Education
- Ohio Means Jobs
- Various university career boards
- Career Board
- Idealist
- LinkedIn
- Simply Post
- Teachers-Teachers

Career Fairs and Campus Visits

The following campuses will be targeted for campus visits, job fairs, and relationship building with their career offices:

- Baldwin Wallace University
- Case Western
- Cleveland State University
- John Carroll University
- Lake Erie College
- Mount St. Joseph University
- Notre Dame College of OH
- University of Akron & Cincinnati
- Ursuline College

- Xavier University
- Columbus State
- Ohio State University
- Otterbein University
- Mount Vernon
- Ohio Dominican

COMPENSATION

Signing and Milestone Bonuses

In addition to a competitive salary structure, signing bonuses are potentially available for certain circumstances, such as employees relocating and/or employees taking a salary reduction. Employees will be eligible for a milestone bonus once they reach a certain number of years of service with Accel Schools.

Employee Referral Program

Another source of quality applicants can come from an employee referral program. A bonus will be available for current employees who refer qualified candidates that are hired. Referred candidates will still go through our standard hiring process and must remain employed for set amount of time before the bonus will be paid out.

RETENTION

Exit Interviews

One mechanism for decreasing turnover is to better understand, and where possible, act on the reason(s) why staff are leaving our school. Accel Schools has an exit interview process in place to assist with the data collection related to voluntary staff turnover.

Exit interviews will be conducted that allow us to better understand what our schools are doing well and pinpoint areas that need improvement. Open-ended questions coming from an Accel Schools employee outside of the school will allow us to uncover more information.

Some sample questions for the exit interview include:

- Why did you begin looking for a new job?
- What led you to accept the new position?
- How would you describe the culture of your school?
- Do you feel like you were provided the tools and resources needed to be successful?
- How would you describe the quality of the supervision and support you received within your school?
- What could have been done for you to remain employed with us?
- How did this teaching assignment compare with other teaching positions you have held?

Career Development

Providing an opportunity for career development will lower our turnover rate and increase the effectiveness of instructional practices provided by existing employees. Helping our employees develop professionally will allow them to be successful in their roles within the school.

Education and Training Opportunities

Accel Schools will provide professional development for all employees prior to the start of the school year. Topics that are typically addressed include:

- Curriculum training
- Data driven instruction
- Compliance training
- Classroom management
- Highlight topics of professional development

Professional development will continue during the school year. At least one day per month for continued development among staff along with a \$1,500 annual allowance provided by Insperity for continuing education at an accredited institution.

Job Mobility

Through our management organization, we will provide all employees with additional and diverse employment opportunities within the portfolio of Accel

Schools.

Equitable Access to Excellent Educators: SCPA has reviewed the Ohio Local Equitable Access Planning Guide. Local equitable access planning will occur annually to ensure poor and minority students have equitable access to excellent educators. Through this process we will address HQT components 3-5.

- For HQT Component 3 – we will use data to identify and document the schools equitable access gaps by reviewing the Equitable Access Tool from the latest available year. The team will review the workforce strength index, inexperienced teacher percentage and percentage of teachers teaching out of field.
- For HQT Component 4 – we will conduct a root-cause analysis to identify why there are gaps. A leadership team of at least five members (school leadership, teachers, parents) will meet, maintain an agenda and minutes which will be available in the school office. The group will engage in a root-cause analysis of the most concerning gaps identified in Component 3.
- For HQT Component 5 – We will identify strategies to impact the root-cause and lessen the gap. Based on the findings from the data analysis and root-cause analysis the school will lay out strategies to shrink the gap. The school will monitor progress during quarterly meetings between teachers and principals to review walk-through evaluations of new teachers. The district team will also monitor the Equitable Access Analysis Tool annually for progress.

HQT 3-5 will be part of the Highly Qualified Teacher Plan which is part of the planning tool in CCIP.

<https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx>

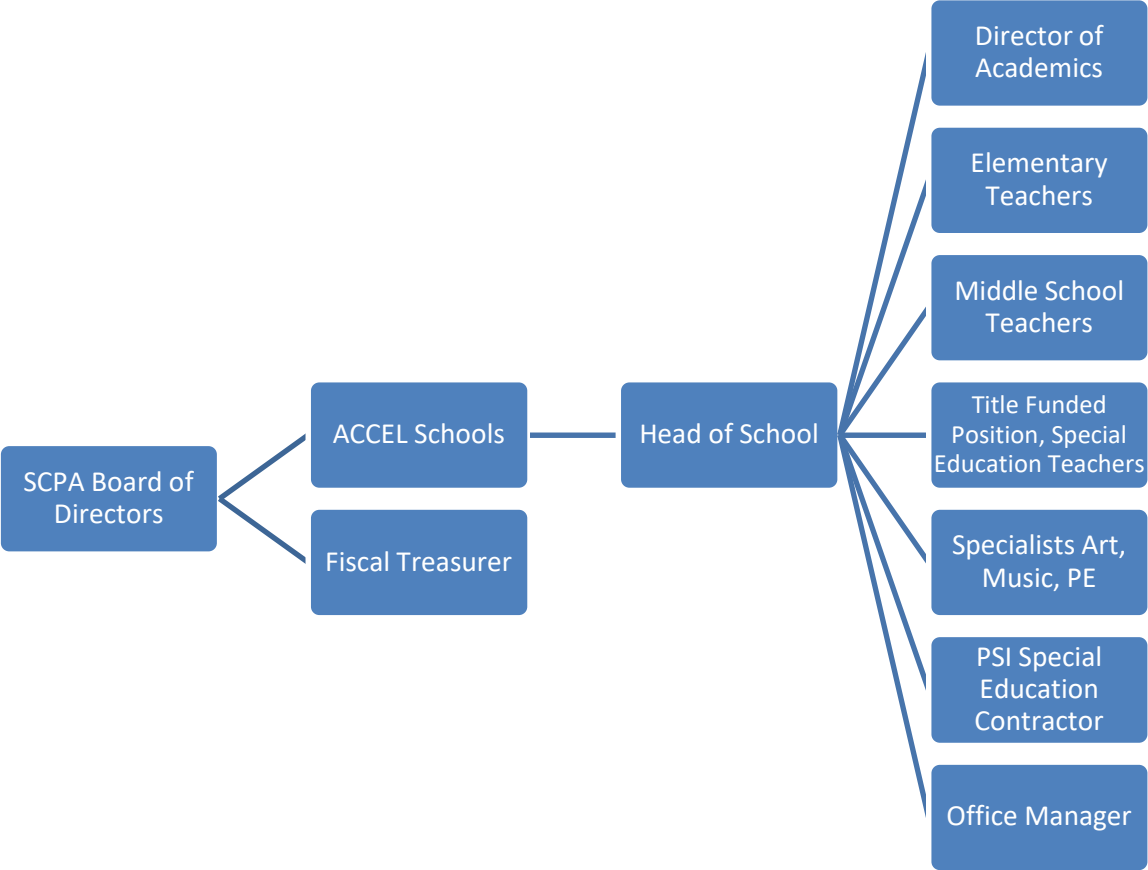
• Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school.
25:1		
• Staffing Plan for Projected Enrollment	8.1	5) Describe staffing plan based on projected enrollment. Differentiate between certified teaching, para-teaching, and non-licensed staff.

Year 1: 250 students, 10 certified teachers, 3 para professionals, intervention specialists for special education services based on caseload

Year 2: 300 students, 12 certified teachers, 3 para professionals, intervention specialists for special education services based on caseload

Year 3: 350 students, 14 certified teachers, 3 para professionals, intervention specialists for special education services based on caseload

SOUTH COLUMBUS PREPARATORY ACADEMY ORGANIZATION CHART





Job Title: Director of Academics

Location: [Insert School Name]

Reports to: Head of School

Status: Full-Time

Classification: Exempt

The Director of Academics monitors curriculum implementation and instruction to ensure excellence in teaching that supports student achievement.

Responsibilities

- Guide teachers in the effective use of instructional and support materials for full implementation of all areas of the curriculum.
- Guide teachers in adapting materials and methods across the curriculum to the learning styles and instructional levels of individual students, using multiple appropriate differentiation strategies, including but not limited to instructional grouping.
- Model effective instructional practices, including delivery of instruction using effective teaching strategies, and provide effective feedback, professional development and coaching for teachers in mastering these practices.
- Offer continuous and targeted professional development that directly supports the school curriculum and instruction that ensures continuous student achievement of the school's academic standards.
- Lead grade level and/or content area meetings on topics of curriculum, instruction, and assessment; and provide leadership in curriculum and instruction during staff meetings, and on an individual basis.
- Use multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
- Monitor the use of student achievement data from multiple sources (including standardized tests, ILS data, curriculum-based assessments, classroom assessments and other data) to inform instruction.
- Provide support for intervention programs based on Personalized Student Achievement Plans and monitor program effectiveness based on data.
- Organize resources effectively to support learning activities in the classroom, the school, and the community.
- Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
- Other duties as assigned
-

Skills/Qualifications

- Bachelor's degree in education, Master's preferred
- Active professional teacher certification
- Minimum of five years' experience as a successful teacher



- A minimum of two years' experience as an Instructional Coach, Teacher Leader, or other related position
- Track record of building positive working relationships with multiple stakeholders including staff members, students, parents, Board members, and authorizers
- Experience using multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to assess student performance and to plan instruction
- Strong written and verbal communication skills that reflect professionalism and tact at all times
- Computer literacy and proficiency
- Attention to detail

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.



Job Title: Head of School

Location: Cleveland, Columbus, or Toledo

Reports to: Regional Vice President

Status: Full-Time

Classification: Exempt

The Head of School provides ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. The Head of School ensures compliance with all aspects of: state and federal law; board policies and procedures; and compliance requirements of the authorizer.

Responsibilities

- Articulate a clear vision of the goals, objectives and commitment of the school to all stakeholders.
- Assume responsibility for students' achievement as related to academics and social-emotional well-being.
- Create a school culture that focuses on student and adult learning.
- Set high expectations and standards for the academic and social development of all students and the performance of adults.
- Serve as the instructional leader in the building by facilitating a growth-oriented professional environment instructional that focuses on the four basic elements of: curriculum, instruction, performance and evaluation.
- Demand content and instruction that ensures student achievement of academic standards as outlined in the charter agreement.
- Create a school philosophy that values continuous learning for adults tied into student learning and other school goals.
- Use multiple sources of data collection to analyze barriers to achievement and to access, identify and apply instructional improvement.
- Actively engage the community to create shared responsibility for student and school success.
- Ensure accurate maintenance of administrative records meeting all regulatory requirements.
- Complete all employment activities according to Company policy and federal, state, and regulatory requirements
- Ensure a safe, secure and attractive facility is maintained

Typical Duties

- Facilitate the implementation of a standards-based curriculum, review lesson plans weekly, and conduct frequent walk-throughs/teacher debriefs.
- Work with the appropriate staff to develop schedules and staff assignments and to ensure the effective and efficient use of time to protect academic subject blocks from disruptions.
- Develop and/or modify the school's cultural programming and school-wide PBIS process with an emphasis on appropriate class conduct and behavior.
- Set job performance standards, and evaluate faculty and staff.
- Institute a mentoring program for teachers within the school.



- Provide effective staff and professional development programs that are tied to student learning and match school goals to model continuous professional growth and improved student and teacher performance.
- Manage student recruitment and retention and achieve goals of retaining 85% of students annually and maintaining an enrollment within 95% of the school's capacity.
- Oversee the development and implementation of marketing plans to attract students to the charter school
- Oversee and ensure meaningful parental involvement in the school and their child's learning.
- Conduct home visits as needed.
- Generate public support for the school's program and education in general as the public information officer of the school and supervisor of the overall public relations program.
- Direct school operations regarding food service, custodial, student transportation, and extra-curricular activities.
- Develop, with the school leadership team, the Emergency Response Plan and ensure its effective implementation by all staff and students.
- Supervise and ensure the accuracy and completion of the School Improvement Plan, Annual Report, and annual school calendar and submit them to the board in a timely manner. File all required reports with local, state and federal education agencies, Board of Trustees and authorizer.
- Develop and implement a school budget, analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process. Supervise and ensure that financial reports are completed and submitted to the board in a timely manner.
- Understand and address all compliance items as they relate to the school's Sponsor/Authorizer Agreement.
- Communicate policy recommendations for the Board's consideration and action.
- Share responsibility for the development and implementation of the school's strategic plan to ensure that educational goals, assessment standards and benchmarks are met according to the charter agreement
- Interview and hire teachers and staff without discrimination on the basis of age, color, nation origin, gender or sexual orientation.
- Coordinate special projects, such as peer mentoring, service learning and community involvement.
- Work with the Operations team to implement the national school lunch program, ensure application distribution, collection, approval, and verifications as applicable.
- Complete all accountability reports and oversee all student enrollment and attendance reports to the state; ensure compliance in all areas.
- Work with the IT Department to coordinate school technology efforts and make recommendations for improvement.
- Assist with updating parent and student manuals, policies, and handbooks.
- Coordinate all phases of summer educational opportunities as applicable.
- Coordinate all phases of before and after school programs and summer school programs, summer educational opportunities, and vocational programs as applicable.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Keep abreast of school law by attending local, state, and national events, participating in industry groups such as the Association of Public School Charter Schools.
- Other duties as assigned.



Skills/Qualifications

- Master's Degree in education, management or related field.
- Valid Ohio elementary Principal's Certificate.
- A minimum of three years' demonstrated work experience as a Head of School/Principal, Assistant Head of School/ Assistant Principal or related professional field.
- Minimum of three years' experience as a successful teacher or related position.
- Track record of building positive working relationships with multiple stakeholders including staff members, students, parents, Board members, and authorizers
- Experience using multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to assess student performance and to plan instruction
- Familiarity with school law, including the implications on the educational program and on liability.
- Strong written and verbal communication skills that reflect professionalism and tact at all times
- Strong time management skills as reflected in effective work and adherence to deadlines on simultaneous projects
- Strong computer skills including email and Microsoft Office
- Attention to detail

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition, genetic information, sexual orientation, or any other protected status except where a reasonable, bonafide occupational qualification exists.



Job Title: Title One Teacher

Reports To: School Leader

ACCEL Schools is seeking highly-qualified Title I Teachers dedicated to turning around low-performing schools in urban neighborhoods by providing a superior education for all students. We are seeking teachers who are excited to create a rigorous and nurturing classroom environment that prioritizes student learning and social-emotional development. Salary commensurate with experience.

Our schools employ a diverse staff of passionate professionals who value research-based practices and a desire to grow as professionals. We are committed to increasing student achievement, regardless of historical barriers, while at the same time developing ourselves via professional development, job embedded instructional coaching, and embracing a growth mindset. Interested applicants should apply by sending their resume and cover letter to [careers\[@\]accelschools.com](mailto:careers[@]accelschools.com).

Responsibilities:

- Prepare instructional lesson plans aligned to applicable standards
- Teach Reading, ELA, and/or Mathematics to students needing remediation or extra support in those areas following the course of study
- Maintain a Title One log documenting students tutored or worked with
- Assist with federal Title One program audits
- Keep accurate records on each student, such as grade books and report cards, lesson plans, attendance records, and behavior/discipline records
- Maintain confidentiality concerning all student information and any professional matters
- Work with staff to improve student learning and achievement
- Participate in professional development workshops/programs
- Maintain status of High Qualified Teacher per federal definition
- Contribute to a positive climate and culture by exhibiting high professional standards
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities
- Other duties as assigned

Qualifications:

- Highly Qualified Teacher status and Bachelor's degree
- Current Ohio certification/licensure in appropriate teaching area
- Knowledge of Ohio State Standards
- Proficiency in MS Office
- Successful completion of BCI/FBI check
- Ability to meet educational standards as applicable
- Ability to work well under pressure, and effectively prioritize and execute tasks to meet deadlines consistently
- Understanding and ability to manage confidential information

- High quality written and verbal communication skills
- Experience in an urban setting is a plus

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
SCHOOL PSYCHOLOGY PERSONNEL RESPONSIBILITIES

The heart of PSI's school psychology program lies in the provision of direct services to school children by school psychology staff members. Specific duties that are included in a "Per Case" referral include:

1. Participate in the evaluation and decision-making activities of the Evaluation Team convened for students with suspected disabling conditions (e.g. Learning Disabilities; Intellectual Disabilities, Emotional Disturbances, etc.);
2. Conduct multi-factored evaluation activities to plan and assist in determination of Special Education eligibility and needs, including:
 - Collection of pertinent data from existing records;
 - Administration, scoring, and interpretation of measures of intellect, achievement, personality, fine and gross motor coordination, adaptive behavior, communication skills, and social-emotional adjustment as needed.
 - Consult and coordinate with school officials and PSI administrative supervisors regarding identification and placement activities for students with suspected disabilities;
3. Preparation of Evaluation Team Report;
4. Post-evaluation conference with parents, school officials, teachers, and school staff members regarding evaluation findings and strategies for meeting identified needs;
5. Preparation and submission of accountability data to PSI including psychological reports and summary of services provided;
6. Adherence to appropriate professional code of ethics (e.g. OSPA, NASP, APA).
7. Test Kits (intelligence test, achievement test, etc.) will be included with the PSI personnel unless the school already has equipment available, in which case the PSI personnel will utilize the equipment the school has available as appropriate for each evaluation. Consumable protocols for each of the tests will be billed to each school.
8. All requested activities beyond those specified above are billed per hour.

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
SCHOOL PSYCHOLOGY PERSONNEL RESPONSIBILITIES

The heart of PSI's school psychology program lies in the daily provision of direct services to school children by staff members. Duties may vary depending upon the building to which PSI staff is assigned. Specific duties are assigned by PSI in consultation with school personnel and may include the following:

1. Pre-referral consultation and intervention services delivered in accordance with state and federal guidelines.
2. Participate in Student Assistance Teams.
3. Participate in the evaluation and decision-making activities of Evaluation and IEP Teams convened for students with suspected disabling conditions (e.g., Learning Disabilities; Intellectual Disabilities; Emotional Disturbances; etc.).
4. Multifactorial evaluation activities to plan interventions and/or assist in determining Special Education eligibility and needs
5. Consult and coordinate with school officials and PSI administrative supervisors regarding identification and placement activities for students with suspected disabilities.
6. Coordinate data collection and preparation of Evaluation Team Report.
7. Individual/Small group counseling for students to address social, emotional, behavioral and academic concerns.
8. Skill training programs with students to foster more appropriate social, emotional, behavioral and academic skills.
9. Consultation with teachers and other staff members regarding appropriate educational practices to enhance achievement and promote healthy adjustment.
10. Attendance at periodic in-service and staff development programs offered by PSI, public school districts, and other agencies.
11. Ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI and the Ohio Board of Psychology.
12. Adherence to appropriate professional codes of ethics (e.g., OSPA, NASP).

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
PHYSICAL THERAPIST RESPONSIBILITIES

General:

- 1) Travels to assigned schools.
- 2) Responds to requests for consultation on students on consult on specific program needs.
- 3) Responds to evaluation referrals for students with suspected disabilities or re-evaluation of students with identified disabilities.
- 4) Develops a present level of function and an Individualized Educational Program (IEP) with goals and objectives in conjunction with the IEP team.

Service Delivery:

- 1) Implement service delivery to assigned students based on the goals, objectives, percentage of time, and placement as determined by the IEP committee.
- 2) Make scheduling decisions for service delivery based on individual students and school needs.
- 3) Utilizes an approach that encourages student participation in the least restrictive environment.
- 4) Exhibits a knowledge of clinical theory and its application as it relates to the student's educational needs.
- 5) Uses knowledge of the program of studies (POS)/standards of learning (SOL) to suggest adaptation of strategies and materials.

Communication:

- 1) Maintains oral and written communication with educational personnel and parents, regarding assigned schools and students. This can include, but is not limited to telephone calls, year-end reports and informal notes.
- 2) Obtains parent permission for release of information on assigned students prior to beginning service delivery and when necessary obtain a physician's referral.
- 3) Works cooperatively with educational staff to identify areas where support is needed and provides training in the therapeutic management of students, such as positioning, safety and use of mobility equipment.
- 4) Provide suggestions for classroom, recess, physical education, and community activities.

Program Management:

- 1) Maintains records on referred students including dates of referral, dates of responses, and outcomes.
- 2) Maintains a current schedule which is shared with assigned schools and the Therapy Department.
- 3) Maintains organized working files on assigned students.
- 4) Follows documentation guidelines for student attendance and intervention notes.
- 5) Recommends equipment, materials, and test supplies necessary for assigned schools and students.

Professional Growth and Ethics:

- 1) Adheres to established federal, state and local laws and regulations.
- 2) Refines and develops professional skills through in-service training, professional reading, and continuing education.
- 3) Maintains confidentiality of student information.

PSI Associates, Inc./PSI Affiliates, Inc
ATTACHMENT B
OCCUPATIONAL THERAPIST (OT) RESPONSIBILITIES

Role:

The Occupational Therapist works on students' acquisition of/or compensations for deficits in fine motor skills, sensory motor skills, visual motor and visual perceptual skills, and self-care skills. More specifically, Occupational Therapist work with students on foundation skills needed for school participation through task analysis, individually selected motor activities, and consultation with team members to modify the environment, the instructional methodology or to support student achievement on particular classroom/vocational projects.

General:

- 1) Travels to assigned schools.
- 2) Responds to requests for consultation on students on consult on specific program needs.
- 3) Responds to evaluation referrals for students with suspected disabilities or re-evaluation of students with identified disabilities.
- 4) Develops a present level of function and an Individualized Educational Program (IEP) with goals and objectives in conjunction with the IEP team.

Service Delivery:

- 1) Implement service delivery to assigned students based on the goals, objectives, frequency/duration, and placement as determined by the IEP team.
- 2) Make scheduling decisions for service delivery based on individual students and school needs.

Communication:

- 1) Maintains oral and written communication with educational personnel, parents and PSI Therapy Services Coordinator.
- 2) Works cooperatively with educational staff to identify areas where support is needed, including adaptation strategies.
- 3) Provide suggestions for the classroom and others working with the student.

Program Management:

- 1) Maintains records on referred students including dates of referral, dates of responses, and outcomes.
- 2) Maintains a current schedule which is shared with assigned schools and the PSI Therapy Office.
- 3) Maintains organized working files on assigned students.
- 4) Follows documentation guidelines for student attendance and intervention notes.
- 5) Supervises Certified Occupational Therapy Assistants (COTA) as per established guidelines.

Professional Growth and Ethics:

- 1) Adheres to established federal, state and local laws and regulations.
- 2) Maintains confidentiality of student information.

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
SPEECH/LANGUAGE RESPONSIBILITIES

The following are among the duties assigned to the Speech Language Pathologist. These duties may be performed in elementary, secondary or preschool programs and may vary depending upon building assignment. Specific duties are assigned by PSI in consultation with school personnel and may include the following:

- 1) Ensure that all procedures are in compliance with state, federal, and local requirements regarding the valuation, placement, and education of students with disabilities.
- 2) Conduct appropriate individual evaluations of the communicative status of students referred for suspected speech/language disabilities. Contribute appropriate paperwork for the Evaluation Team Report.
- 3) Conduct screening activities for students according to timetables established by local school and/or PSI policy.
- 4) Develop and implement Individual Education Plans, Service Plans and/or Intervention Programs for students.
- 5) Conduct individual and/or small group therapeutic activities for students identified as needing Speech/Language services.
- 6) Develop lesson plans and individual daily objectives for each student served.
- 7) Maintain accurate, complete, and up-to-date files for each student served. Such files should contain evaluation reports, Individualized Education Programs, Service Plans, progress reports, and records of correspondence regarding the student.
- 8) Participate as a member of the multidisciplinary team in evaluation and decision-making activities for any student referred for a suspected disability, where assessment of communicative status is required.
- 9) Make referrals to and communicate with qualified school professionals as appropriate.
- 10) Locates and carefully screens which students could benefit from telepractice services.
- 11) Manages the e-therapy environment allowing for maximum and flexible use of the e-tools and e-materials.
- 12) Demonstrates adequate documentation of telepractice services, written daily notes and progress reports.
- 13) Ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI and the Ohio Board of Speech Language Pathology & Audiology.
- 14) Adherence to appropriate professional codes of ethics (e.g., Ohio Board of Speech & Language Pathology & Audiology, ASHA).

Performance Framework

This framework describes a comprehensive system of monitoring a community school's performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars	1 Star*	1 Star*
Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card										

*Schools will receive 0.5 points based on a 1 Star rating if the schools' overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
		Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.				
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.						
Progress	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
*Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.						
Gap Closing	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.						
Early Literacy	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.						
Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.		3
		2022-2023 33 *Based on 2022-2023 local report card
		2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024
Target Points (at least a 75%): *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.		2021-2022 18 *Based on 2021-2022 local report card
		2022-2023 24.75 *Based on 2022-2023 local report card
		2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024

DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card *Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9



Intervention Attachment 6.4

Kindergarten – 12th Grade

(A school that does not offer a grade higher than twelve excluding
Dropout Prevention & Recovery Schools)



➤ **Evaluation of Local Report Card Components - Beginning with the 2022-2023 Local Report Card**

- The school should aim to receive a rating of 3 Stars or better in all applicable Ohio Local REPORT CARD **components** on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports.
- A school shall be placed in Level 1 status if it does not receive a rating of 3 Stars or better in all applicable Local Report Card components. The school shall remain in Level 1 status unless it receives a rating of 3 or more Stars in all applicable Local Report Card components, at which point interventions will no longer be required, or it meets the At Risk for Closure Criteria identified below.
- At Risk for Closure Criteria:
 - Any school offering only grades K-3 or lower that receives a performance rating of 1 Star in the early literacy component of the Local Report Card OR receives an overall performance rating of 1 Star or 1.5 Stars;
 - Any school offering any combination of grades K-4 to K-8 and does not offer a grade level higher than ninth grade that receives a performance rating of 1 Star in both achievement and progress on the Local Report Card OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress; or
 - Any school offering any grade levels between 10-12 and is not a Drop-Out Prevention and Recovery School that receives a performance rating of 1 Star in achievement and has not met annual measurable objectives for gap closing OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress.
- When a school meets the At Risk for Closure Criteria it shall be placed in Level 2 status. A school shall progress one level of intervention for each consecutive year that it meets the At Risk for Closure Criteria. A school shall return to Level 1 status when it does not meet the

At Risk for Closure Criteria and a school shall be removed from interventions when it receives a rating of 3 or more Stars in all applicable Local Report Card components.

Level 1	
The Sponsor Will:	The School Will:
A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.	A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
B. Require the School to review or revise and submit a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.	B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in the school Improvement plan action steps.	D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit

	c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Level 2 Actions	
In addition to Level 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials to Sponsor for review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the school improvement plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
	E. Work with sponsor's school improvement team to continuously monitor progress toward academic goals listed in the school improvement plan.
	F. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from an educational organization that will meet the needs of the school to provide coaching or mentorship. The school will provide evidence of such.
	G. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Level 3 Actions	
In addition to Level 1 and Level 2 Supports, the Sponsor Will:	The School Will:
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions and Level 2 Actions.
B. Conduct a mini audit of the school's instructional program, resources and tools and distribute the findings to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to the Governing Authority with suggestions for modification, deletions, or expansions based on the data.
	C. Based on a school review/audit from external source, implement recommendations as they relate to academic performance to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.

Level 4 Actions (Risk of Academic Probation)	
If the School is not required to close by the Ohio Revised Code, the Sponsor may:	The School Will (If placed on academic probation):
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation ² status is lifted.
C. May place the school in Academic Probation ² status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.
<p><i>Academic Probation status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a 3 Star rating or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority's autonomy.</i></p>	

Distributing assets of school permanently closed.

Disposition of Employees upon closure of the School.

Divisions (A) and (B) of this section apply only to the extent permitted under Chapter 1702 of the Revised Code.

(A) If any community school established under this chapter permanently closes and ceases its operation as a community school, the assets of that school shall be distributed first to the retirement funds of employees of the school, employees of the school, and private creditors who are owed compensation, and then any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under section 3313.64 or 3313.65 of the Revised Code. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.

(B) If a community school closes and ceases to operate as a community school and the school has received computer hardware or software from the former Ohio SchoolNet commission or the eTech Ohio commission, such hardware or software shall be returned to the eTech Ohio commission, and the eTech Ohio commission shall redistribute the hardware and software, to the extent such redistribution is possible, to school districts in conformance with the provisions of the programs operated and administered by the eTech Ohio commission.

(C) If the assets of the school are insufficient to pay all persons or entities to whom compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with this section and Chapter 1702 of the Revised Code.



HR Policies & Programs 2017-2018

ACCEL Schools is pleased to share an overview of HR policies and programs for the 2017-18 school year.

Co-Employment

ACCEL Schools partners with Insperity, a national provider of HR services including payroll, benefits, and insurance. Some of the benefits of this relationship are affordable health care premiums, tuition reimbursement, discounts from major retailers and entertainment outlets, and access to experts on a wide range of HR topics.

As an employee of ACCEL Schools, you will enter into a co-employment relationship with Insperity. Your interaction with them will most frequently come when you have questions about your benefits, want to access past pay stubs, or need to update your tax withholdings. This may be done either through a phone call with their Employee Service Center or by using their online portal.

Insperity will have no involvement in managing your day-to-day work or compensation.

Onboarding with Insperity will be done electronically, and should not take more than 15 minutes.

Compensation and Payroll

You will be paid bi-weekly (every 14 days). Pay is one week in arrears.

Paid Time Off

ACCEL Schools offers Paid Time Off for full-time employees to use for illness, personal business or unexpected emergencies. The number of discretionary days provided depends on the employee's role and is shown in the tables below.

	10-Month Staff: Annual PTO Eligibility		
Completed School Years Worked*	Date of Hire		
	July 1, 2017– September 30, 2017	October 1, 2017 – November 17, 2017	On or After November 20, 2017
Date of Hire through End of 2nd Year	10	7	4
Start of 3rd Year through End of 6th Year	12		
Start of 7th Year and Continuing Thereafter	15		
Maximum School Year Accrual	Annual Benefit + 5 days		

* Schools Years Worked is defined as uninterrupted employment in consecutive school years.

Time off during school breaks is identified in each School's calendar



	12-Month Staff: Annual PTO Eligibility		
Completed School Years Worked*	Date of Hire		
	July 1, 2017– September 30, 2017	October 1, 2017 – November 17, 2017	On or After November 20, 2017
Date of Hire through End of 2nd Year	15	10	5
Start of 3rd Year through End of 6th Year	18		
Start of 7th Year and Continuing Thereafter	20		
Maximum School Year Accrual	Annual Benefit + 5 days		

* Schools Years Worked is defined as uninterrupted employment in consecutive school years.

Additional time off on non-instructional days is identified in each School's calendar

Prior to the start of the employment term, all full-time employees may elect to carryover or receive payment for a limited number of unused PTO days. Employees must work until the end of the School Year and remain in good standing throughout the School Year as defined by the school in order to receive payment or carry over unused PTO days.

	Maximum Unused PTO Carryover	Maximum Unused PTO Payout
10-month salaried	5 days	3 days @ \$165/day
10-month hourly		3 days, calculated based on regular daily rate
12-month salaried		
12-month hourly		

Unused PTO days will not be paid out upon resignation or termination during the School Year.

Employees must submit a PTO Approval Form to their Supervisor and obtain their Supervisor's written approval before a PTO day is used. Where possible, employees are expected to provide at least 5 business days' advance notice to their Supervisor.

No more than 2 days of PTO may be used in the first 3 months of employment.

The use of PTO days will not be approved during the following: the first four weeks or last two weeks of the School Year; the day before or day after a holiday break; during state and/or district level testing; during in-services/professional development days; or on any other "blackout" date designated by the school. Except in extraordinary circumstances, Instructional Staff may use no more than 2 PTO days in any given calendar month.



Medical Benefits

Full-time employees (those who work 30 or more hours per week) are eligible for medical benefits provided by United Healthcare. You will have 8 different plans to choose from that cover a wide range of deductibles and co-insurance levels. Our goal is to provide you maximum choice in finding a plan that meets you and your family's needs. Five of the plans are PPO plans with set co-pays for certain medical services, and three of the plans are High Deductible Plans with set co-insurance levels after deductibles have been met. All plans offer both in-network and out-of-network coverage.

Benefits run on a school-year schedule. The rates below are for August 2016 – July 2017:

Accel Schools Plans: Employee Costs (monthly)	Employee Only (EE)	Employee+Spouse (ES)	Employee+Child(ren) (EC)	Employee + Family
ChoicePlus 500-80	\$86.68	\$465.48	\$381.49	\$736.90
ChoicePlus 1000-80	\$47.00	\$399.61	\$318.65	\$651.37
ChoicePlus 1500-80	\$13.71	\$327.73	\$254.34	\$545.44
ChoicePlus 2500-70	\$5.00	\$279.31	\$209.71	\$473.57
ChoicePlus 6000-100	\$5.00	\$223.33	\$160.53	\$392.61
ChoicePlus HDHP 1500-90	\$36.41	\$376.16	\$297.47	\$616.56
ChoicePlus HDHP 3000-90	\$5.00	\$213.49	\$150.69	\$377.48
ChoicePlus HDHP 5000-80	\$5.00	\$146.16	\$89.41	\$278.37

United Healthcare has a Deductible Carryover Courtesy that allows members to apply eligible deductibles already met in their prior group health plan toward deductibles in their new plan.

Dental and Vision Benefits

Full-time employees (those who work 30 or more hours per week) are eligible for a combined dental and vision benefit provided by United Healthcare. The plan is a PPO and provides coverage both in-network and out-of-network.

Benefits run on a school-year schedule. The rates below are for August 2016 – July 2017:

ACCEL Schools Plans: Employee Costs (monthly)	Employee Only (EE)	Employee+Spouse (ES)	Employee+Child(ren) (EC)	Employee + Family
Dental & Vision	\$10.00	\$37.00	\$39.00	\$76.00

United Healthcare has a Deductible Carryover Courtesy that allows members to apply eligible deductibles already met in their prior group health plan toward deductibles in their new plan.



Flexible Spending

All benefits-eligible employees may enroll in flexible spending as a tax-advantaged way to pay for health expenses. Employees enrolled in a High Deductible Health Plan have access to a Health Savings Account; all other benefits-eligible employees (including those not enrolling in a company-sponsored health plan) have access to a Flexible Spending Account.

Benefits run on a calendar year schedule, from January 1 through December 31.

Additional Insurance Benefits

Full-time employees (those who work 30 or more hours per week) may purchase life insurance, personal accident insurance, and/or disability insurance provided by Cigna. Waiting periods may apply for certain policies.

Retirement Benefits

Employees participate in the Ohio State Teachers Retirement System (STRS) or Ohio School Employees Retirement System (SERS) depending on the position they hold. Effective July 1, 2016, STRS employee contribution rates are 14%, and SERS employee contribution rates are 10%. Accel Schools contributes 14% of eligible wages.

Educational Assistance

The Insperity Educational Assistance Program provides reimbursement for college courses taken toward a degree program at an accredited institution as well as courses taken at an accredited trade or vocational school, business school or through a professional association. Calendar year limits are \$1500 for classes toward degree programs and \$500 toward continuing education courses.

South Columbus Preparatory Academy
Unaudited - For Internal Use Only
FY2018 - FY2022
Forecasted Income Statement

Overview

Surplus / (Deficit) BEFORE Depreciation Expense
Surplus / (Deficit) BEFORE Debt Forgiveness
State General Fund Per Pupil Funding
Total State Funding Per Pupil
Total Funding Per Pupil
Enrollment
FTE
Marginal Cost per FTE (ALL Exp Incl Grants)

FY18 Forecast	FY19 Forecast	FY20 Forecast	FY21 Forecast	FY22 Forecast
(\$69,295)	\$385,443	\$567,752	\$749,294	\$935,709
(\$69,295)	\$385,443	\$567,752	\$749,294	\$935,709
\$7,100	\$7,207	\$7,315	\$7,424	\$7,536
\$8,174	\$8,285	\$8,380	\$8,478	\$8,579
\$9,486	\$10,028	\$9,931	\$9,892	\$9,890
200	250	300	350	400
192	240	288	336	384
\$9,846	\$8,422	\$7,961	\$7,663	\$7,455

Revenue

Total Revenue

FY18 Forecast	FY19 Forecast	FY20 Forecast	FY21 Forecast	FY22 Forecast
1,822,306	2,408,040	2,861,750	3,325,703	3,800,168

Operating Expenses

Instructional Salaries
Administrative Salaries
Grant Salaries
Grant Expenses
Special Education Expenses
Professional Fees
Facility Costs - Rent
Facility Costs - Other
Communications Expense
Student Support & Office Expense
Food Service Expense
Management Fees
Marketing & Recruitment

FY18 Forecast	FY19 Forecast	FY20 Forecast	FY21 Forecast	FY22 Forecast
427,731	566,465	676,978	789,701	904,680
197,128	213,469	217,738	222,093	226,535
61,475	124,180	126,663	129,196	131,780
104,189	27,600	27,600	27,600	27,600
35,000	36,050	37,132	38,245	39,393
125,631	140,168	155,067	170,338	185,991
190,913	241,507	293,310	346,355	400,673
135,000	130,038	133,939	137,957	142,095
10,247	10,554	10,871	11,197	11,533
214,600	96,238	97,925	99,663	101,453
120,000	150,000	180,000	210,000	240,000
206,186	260,828	316,775	374,063	432,727
63,500	25,500	20,000	20,000	20,000

Total Operating Expenses

Surplus / (Deficit)
Surplus / Deficit %

1,891,601	2,022,596	2,293,998	2,576,408	2,864,459
(69,295)	385,443	567,752	749,294	935,709
-4%	16%	20%	23%	25%

SOUTH COLUMBUS PREPARATORY ACADEMY
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended June 30, 2014 through 2016, Actual and
 the Fiscal Years Ending June 30, 2017 through 2022, Forecasted

	Actual			Fiscal Year 2017	Fiscal Year 2018	Forecast			
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016			Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts									
State Foundation Payments (3110, 3211)					1,570,306	1,989,540	2,414,750	2,850,203	3,296,168
Charges for Services (1500)									
Fees (1600, 1700)									
Other (1830, 1840, 1850, 1860, 1870, 1890)									
Total Operating Receipts	0	0	0	0	1,570,306	1,989,540	2,414,750	2,850,203	3,296,168
Operating Disbursements									
100 Salaries and Wages					24%	24%	24%	24%	24%
200 Employee Retirement and Insurance Benefits					554,000	730,080	824,682	921,175	1,019,599
400 Purchased Services					132,334	174,033	196,698	219,815	243,396
500 Supplies and Materials					895,478	1,003,915	1,156,642	1,317,989	1,482,541
600 Capital Outlay -New					284,389	88,406	89,030	89,673	90,335
700 Capital Outlay - Replacement					0	0	0	0	0
800 Other					0	0	0	0	0
					25,400	26,162	26,947	27,755	28,588
Total Operating Disbursements	0	0	0	0	1,891,601	2,022,596	2,293,998	2,576,408	2,864,459
Excess of Operating Receipts Over (Under)									
Operating Disbursements	0	0	0	0	(321,295)	(33,057)	120,752	273,794	431,709
Nonoperating Receipts/(Disbursements)									
Federal Grants (all 4000 except fund 532)					252,000	418,500	447,000	475,500	504,000
Federal Fiscal Stabilization Funds (SFSF)				xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs				xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)									
Donations (1820)									
Interest Income (1400)									
Debt Proceeds (1900)					80,000	0	0	0	0
Debt Principal Retirement						(80,000)			
Interest and Fiscal Charges									
Transfers - In									
Transfers - Out									
Total Nonoperating Revenues/(Expenses)	0	0	0	0	332,000	338,500	447,000	475,500	504,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	0	0	0	0	10,705	305,443	567,752	749,294	935,709
Fund Cash Balance Beginning of Fiscal Year	0	0	0	0	0	10,705	316,149	883,900	1,633,195
Fund Cash Balance End of Fiscal Year	0	0	0	0	10,705	316,149	883,900	1,633,195	2,568,904

Beginning Enrollment					200	250	300	350	400
Student Funded Average FTE					192	240	288	336	384
Cost per FTE					\$ 9,846	\$ 8,422	\$ 7,961	\$ 7,663	\$ 7,455

Assumptions:

Revenues:

FTE's- FY18 = 192, FY19 = 240, FY20 = 288, FY21 = 336, FY22 = 384

Expenditures:

Salary Costs for teachers increases 2% per year for returning base
 Rent calculated at 12.5% of revenue
 Sponsor Fees = 3% of revenue
 Management fees calculated as 12.5% of State and Federal funding
 Majority of other expenses increased 3% per year

South Columbus Preparatory Academy

Unaudited - For Internal Use Only

FY2018 - FY2022

Forecasted Income Statement

Overview

Surplus / (Deficit) BEFORE Depreciation Expense
 Surplus / (Deficit) BEFORE Debt Forgiveness
 State General Fund Per Pupil Funding
 Total State Funding Per Pupil
 Total Federal Funding Per Pupil
 Total Funding Per Pupil
 Enrollment
 FTE
 Marginal Cost per FTE (ALL Exp Incl Grants)

FY18	FY19	FY20	FY21	FY22
Forecast	Forecast	Forecast	Forecast	Forecast
\$70,868	\$567,024	\$750,772	\$933,777	\$967,533
\$70,868	\$567,024	\$750,772	\$933,777	\$967,533
\$7,100	\$7,207	\$7,315	\$7,424	\$7,536
\$8,170	\$8,279	\$8,376	\$8,475	\$8,579
\$1,168	\$1,551	\$1,414	\$1,312	\$1,312
\$9,338	\$9,830	\$9,790	\$9,786	\$9,890
250	300	350	400	400
240	288	336	384	384
\$9,043	\$7,863	\$7,557	\$7,356	\$7,372

Revenue

Total Revenue

FY18	FY19	FY20	FY21	FY22
Forecast	Forecast	Forecast	Forecast	Forecast
2,242,383	2,832,847	3,291,375	3,760,232	3,800,168

Operating Expenses

Instructional Salaries
 Administrative Salaries
 Grant Salaries
 Grant Expenses
 Special Education Expenses
 Professional Fees
 Facility Costs - Rent
 Facility Costs - Other
 Communications Expense
 Student Support & Office Expense
 Food Service Expense
 Management Fees
 Marketing & Recruitment
 Total Operating Expenses
 Surplus / (Deficit)
 Surplus / Deficit %

FY18	FY19	FY20	FY21	FY22
Forecast	Forecast	Forecast	Forecast	Forecast
526,915	667,632	780,169	894,956	912,855
197,128	213,469	217,738	222,093	226,535
61,475	124,180	126,663	129,196	131,780
104,189	27,600	27,600	27,600	27,600
35,000	36,050	37,132	38,245	39,393
137,086	151,760	166,799	182,213	185,991
238,642	289,809	342,195	395,834	400,673
135,000	130,038	133,939	137,957	142,095
10,247	10,554	10,871	11,197	11,533
254,600	96,238	97,925	99,663	61,453
150,000	180,000	210,000	240,000	240,000
257,733	312,994	369,571	427,501	432,727
63,500	25,500	20,000	20,000	20,000
2,171,515	2,265,823	2,540,602	2,826,455	2,832,635
70,868	567,024	750,772	933,777	967,533
3%	20%	23%	25%	25%

SOUTH COLUMBUS PREPARATORY ACADEMY
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended June 30, 2014 through 2016, Actual and
 the Fiscal Years Ending June 30, 2017 through 2022, Forecasted

	Actual			Fiscal Year 2017	Forecast				
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016		Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts									
State Foundation Payments (3110, 3211)					1,961,883	2,385,847	2,815,875	3,256,232	3,296,168
Charges for Services (1500)									
Fees (1600, 1700)									
Other (1830, 1840, 1850, 1860, 1870, 1890)									
Total Operating Receipts	0	0	0	0	1,961,883	2,385,847	2,815,875	3,256,232	3,296,168
Operating Disbursements									
100 Salaries and Wages					24%	24%	24%	24%	24%
200 Employee Retirement and Insurance Benefits					634,000	811,680	907,914	1,006,072	1,026,193
400 Purchased Services					151,518	193,601	216,657	240,174	244,977
500 Supplies and Materials					1,036,208	1,145,975	1,300,055	1,462,781	1,482,541
600 Capital Outlay -New					324,389	88,406	89,030	89,673	50,335
700 Capital Outlay - Replacement					0	0	0	0	0
800 Other					0	0	0	0	0
					25,400	26,162	26,947	27,755	28,588
Total Operating Disbursements	0	0	0	0	2,171,515	2,265,823	2,540,602	2,826,455	2,832,635
Excess of Operating Receipts Over (Under)									
Operating Disbursements	0	0	0	0	(209,632)	120,024	275,272	429,777	463,533
Nonoperating Receipts/(Disbursements)									
Federal Grants (all 4000 except fund 532)					280,500	447,000	475,500	504,000	504,000
Federal Fiscal Stabilization Funds (SFSF)				xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs				xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)									
Donations (1820)									
Interest Income (1400)									
Debt Proceeds (1900)					0	0	0	0	0
Debt Principal Retirement						0			
Interest and Fiscal Charges									
Transfers - In									
Transfers - Out									
Total Nonoperating Revenues/(Expenses)	0	0	0	0	280,500	447,000	475,500	504,000	504,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	0	0	0	0	70,868	567,024	750,772	933,777	967,533
Fund Cash Balance Beginning of Fiscal Year	0	0	0	0	0	70,868	637,892	1,388,665	2,322,441
Fund Cash Balance End of Fiscal Year	0	0	0	0	70,868	637,892	1,388,665	2,322,441	3,289,974

Beginning Enrollment					250	300	350	400	400
Student Funded Average FTE					240	288	336	384	384
Cost per FTE					\$ 9,043	\$ 7,863	\$ 7,557	\$ 7,356	\$ 7,372

Assumptions:

Revenues:

FTE's- FY18 = 240, FY19 = 288, FY20 = 336, FY21 = 384, FY22 = 384

Expenditures:

Salary Costs for teachers increases 2% per year for returning base
 Rent calculated at 12.5% of revenue
 Sponsor Fees = 3% of revenue
 Management fees calculated as 12.5% of State and Federal funding
 Majority of other expenses increased 3% per year

Community School Budget FY18
South Columbus Preparatory Academy
IRN:
TBD

FUNCTION	INSTRUCTION 1000	SUPPORT SERVICES 2100-2200	ADMINISTRATIVE SERVICES 2300-2400	FISCAL/BUSINESS SERVICES 2500-2600	OPERATIONS & MAINTENANCE 2700	PUPIL TRANSPORTATION 2800	SUPPORT/FOOD SERVICES 2900-3100	EXTRACURRICULAR ACTIVITIES 4000	FACILITIES/ CONSTRUCTION SERVICES 5000	ALL OTHER EXPENSE 6000-7000	TOTAL
OBJECT	A	B	C	D	E	F	G	H	I	I	J
SALARIES 100	\$ 395,000.00	\$ -	\$ 159,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 554,000.00
RETIREMENT FRINGE BENEFITS 200	\$ 94,206.00	\$ -	\$ 38,128.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132,334.20
PURCHASED SERVICES 400	\$ -	\$ 42,000.00	\$ 334,064.71	\$ 8,000.00	\$ 325,913.42	\$ -	\$ 185,500.00	\$ -	\$ -	\$ -	\$ 895,478.12
SUPPLIES 500	\$ 267,188.75	\$ 1,200.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 284,388.75
CAPITAL OUTLAY 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER 800	\$ 3,000.00	\$ -	\$ 22,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,400.00
TOTAL	\$ 759,394.75	\$ 43,200.00	\$ 569,592.91	\$ 8,000.00	\$ 325,913.42	\$ -	\$ 185,500.00	\$ -	\$ -	\$ -	\$ 1,891,601.07

BUDGET PER PUPIL

ESTIMATED STUDENT ENROLLMENT	192	\$ 3,952.83	\$ 224.87	\$ 2,964.87	\$ 41.64	\$ 1,696.46	\$ -	\$ 965.57	\$ -	\$ -	\$ -	\$ 9,846.24
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Community School Budget FY18
South Columbus Preparatory Academy
IRN:
TBD

FUNCTION	INSTRUCTION 1000	SUPPORT SERVICES 2100-2200	ADMINISTRATIVE SERVICES 2300-2400	FISCAL/BUSINESS SERVICES 2500-2600	OPERATIONS & MAINTENANCE 2700	PUPIL TRANSPORTATION 2800	SUPPORT/FOOD SERVICES 2900-3100	EXTRACURRICULAR ACTIVITIES 4000	FACILITIES/ CONSTRUCTION SERVICES 5000	ALL OTHER EXPENSE 6000-7000	TOTAL
OBJECT	A	B	C	D	E	F	G	H	I	I	J
SALARIES 100	\$ 475,000.00	\$ -	\$ 159,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 634,000.00
RETIREMENT FRINGE BENEFITS 200	\$ 113,390.00	\$ -	\$ 38,128.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,518.20
PURCHASED SERVICES 400	\$ -	\$ 42,000.00	\$ 397,066.14	\$ 8,000.00	\$ 373,641.77	\$ -	\$ 215,500.00	\$ -	\$ -	\$ -	\$ 1,036,207.91
SUPPLIES 500	\$ 307,188.75	\$ 1,200.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 324,388.75
CAPITAL OUTLAY 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER 800	\$ 3,000.00	\$ -	\$ 22,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,400.00
TOTAL	\$ 898,578.75	\$ 43,200.00	\$ 632,594.34	\$ 8,000.00	\$ 373,641.77	\$ -	\$ 215,500.00	\$ -	\$ -	\$ -	\$ 2,171,514.86

BUDGET PER PUPIL

ESTIMATED STUDENT ENROLLMENT	240	\$ 3,741.85	\$ 179.89	\$ 2,634.24	\$ 33.31	\$ 1,555.92	\$ -	\$ 897.38	\$ -	\$ -	\$ -	\$ 9,042.60
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